GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Summary Page

Name of Facility Hyundai Motor Group Metaplant America LLC

Pretreatment Permit No. GAP050365

This permit is an issuance of a new pretreatment permit for Hyundai Motor Group Metaplant America LLC. The facility is a car manufacturing facility which will discharge a maximum of 0.425 MGD of metal finishing process wastewater, vehicle wash water, non-contact cooling water, sanitary wastewater, and stormwater. This facility will discharge to the North Bryan Water Reclamation Facility in the Ogeechee River Basin.

The permit was placed on public notice from XXXX to XXXXX.

Final Permit Determinations and Public Comments

☐ Final issued permit did not change from the draft permit placed on public notice.

☐ Public comments were received during public notice period.
If applicable, include the public comments received, response to comment letter, response to comment table document, list of addresses, etc.

☐ Public hearing was held on Date.
If applicable, make sure all documents from the hearing are included in a folder (agenda, power point presentation, sign in sheet, public notice documents, public comments etc.)

☐ Final permit includes changes from the draft permit placed on public notice. See attached permit revisions and/or permit fact sheet revisions document(s)

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Jeffrey W. Cown, Director

Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1470A, East Tower
Atlanta, Georgia 30334
404-463-1511

June 6, 2025

Ms. Mary Jo Press, Chief Safety Officer
Hyundai Motor Group Metaplant America LLC
1500 Genesis Drive
Ellabell, Georgia 31308

RE: Draft Permit
Hyundai Motor Group Metaplant America LLC
Pretreatment Permit GAP050365
Bryan County, Ogeechee River Basin

Ms. Press:

The Environmental Protection Division (EPD) has drafted the above-referenced permit in accordance with the Georgia Water Quality Control Act, the Federal Clean Water Act, and the General Pretreatment Regulations 40 CFR 403, as amended. Permit limitations were developed using Environmental Protection Agency guidance, the Bryan County sewer use ordinance, and the Bryan County/City of Savannah intergovernmental sewer service agreement.

Before EPD can issue the permit, **you must post the attached public notice within five (5) days of receipt of this letter and draft permit.** The public notice must be posted for 30 days at the entrance of the Bryan County Courthouse and published the notice for one day in one or more newspapers of general circulation in the area affected by the discharge. When deciding whether to publish in one or more newspapers, please ensure that the notice will be published in all affected jurisdictions. The cost of publishing the notice is the permittee's responsibility.

Within ten (10) days of the publication date, please provide this office with a copy of the published notice and/or a letter stating where and what date the notice(s) were posted. An authorized representative of Hyundai Motor Group Metaplant America LLC should sign the letter. At the end of the 30-day public comment period, EPD will make a determination on issuance of the permit.

Please carefully review the attached draft permit, as it contains the proposed conditions for the final permit. If you have comments or questions, please contact Ian McDowell at 470.604.9483 or *ian.mcdowell@dnr.ga.gov.*

Sincerely,

Kelli-Ann Schrage

Kelli-Ann Schrage, Manager
Industrial Permitting Unit

Enclosure(s): Draft Permit, Permit Fact Sheet with Appendices
cc: EPD Coastal District Compliance Office – David Lyle (*david.lyle@dnr.ga.gov*)
Bryan County, Director of Engineering – Kirk Croasmun (*kcroasmun@bryancountyga.gov*)
City of Savannah, Chief of Water Resources – Ron Feldner (*Ronald.feldner@savannahga.gov*)

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

PUBLIC NOTICE

Notice of Application for Industrial Pretreatment Permit to Discharge Treated Wastewater to the North Bryan Water Reclamation Facility's Sewerage System.

The Georgia Environmental Protection Division has received a new pretreatment permit application for the issuance of a new pretreatment permit. Having reviewed such application, the Environmental Protection Division proposes to issue for a maximum term of five years the following permit subject to specific pollutant limitations and special conditions:

Hyundai Motor Group Metaplant America LLC, 1500 Genesis Drive, Ellabell, Georgia 31308, Pretreatment Permit No. GAP050365, for its car manufacturing facility located at 1500 Genesis Drive, Ellabell, Georgia 31308 in Bryan County. A maximum of 0.425 MGD of metal finishing process wastewater, vehicle wash water, non-contact cooling water, sanitary wastewater, and stormwater is discharged to the North Bryan Water Reclamation Facility's sewerage system in the Ogeechee River Basin.

EPD will hold a public hearing at 7:00 p.m. on July 17, 2025. The hearing will be held at the Bryan County Elementary School located at 250 Payne Drive, Pembroke, Georgia 31321. The purpose of the public hearing is to receive comments on the draft pretreatment permit for Hyundai Motor Group Metaplant America LLC.

The public hearing is a formal process to receive comments on the draft permit. Participants who wish to comment for the record are requested to sign in upon arrival. Hearing participants will not be subject to questions from the audience, but may be questioned by the Hearing Officer for clarification of technical points or to develop a better understanding of statements. Questions asked by participants making statements will be answered by EPD in writing at a later date. Lengthy statements or statements of a considerable technical or economic nature should be submitted in writing for the official record. During the hearing, oral statements shall be limited to three (3) minutes to allow everyone an opportunity to be heard. Comments should be confined to water quality issues.

Written comments are welcomed. To ensure their consideration, written comments should be received by close of business on **July 18, 2025**. All comments received prior to or on that date will be considered in the formulation of final determinations regarding the application. Please address written comments to the EPD address below, or via e-mail at EPD.comments@dnr.ga.gov. If you choose to email your comments, please be sure to include the words "Pretreatment Permit Issuance – Hyundai Motor Group Metaplant America LLC" in the subject line to ensure that your comments will be forwarded to the correct staff.

Individual draft permits, applications, supporting documents, and fact sheets are available on EPD's website accessible through the publicly available Georgia EPD Online System (GEOS) at: https://geos.epd.georgia.gov/GA/GEOS/Public/GovEnt/Shared/Pages/Main/Login.aspx by searching for Submittal No: **780091**.

A fact sheet or copy of the draft permit is also available by writing the Environmental Protection Division. A copying charge of 10 cents per page will be assessed. The permit application, draft permit, comments received, and other information are available for review at 2 MLK, Jr. Dr., Suite 1470A, Atlanta, GA 30334, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

For additional information contact: Kelli-Ann Schrage, Industrial Permitting Unit, phone (470) 938-3351 or e-mail kelli-ann.schrage@dnr.ga.gov.

Permit No. GAP050365
Issuance Date: DRAFT

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Industrial Pretreatment Permit

In accordance with the provisions of the Georgia Water Quality Control Act (Georgia Laws 1964, p. 416, as amended), hereinafter called the State Act; the Federal Water Pollution Control Act, as amended (33 U.S. C. 1251 et seq.), hereinafter called the Federal Act; and the Rules and Regulations promulgated pursuant to each of these Acts,

Hyundai Motor Group Metaplant America LLC
1500 Genesis Drive
Ellabell, Georgia 31308

is authorized to discharge from a facility located at

1500 Genesis Drive
Ellabell, Georgia 31308
Bryan County

to the sewerage system tributary to the

North Bryan Water Reclamation Facility in the Ogeechee River Basin.

in accordance with effluent limitations, monitoring requirements and other conditions set forth in the permit.

This permit is issued in reliance upon the permit application signed on April 30, 2025, and any other applications upon which this permit is based, supporting data entered therein or attached thereto, and any subsequent submittal of supporting data.

This facility is subject to the terms, conditions and requirements of 40 Code of Federal Regulations (CFR) Part 403 and the Georgia Water Quality Control Act Chapter 391-3-6.

This facility is subject to the requirements of 40 CFR 433 Metal Finishing Point Source Category, Pretreatment Standards for New Sources (PSNS).

This permit shall become effective on XXXX XX, XXXX.

This permit and the authorization to discharge shall expire at midnight XXXX XX, XXXX.

STATE OF GEORGIA
CONSTITUTION
WISDOM
JUSTICE
MODERATION
1776

Jeffrey W. Cown, Director
Environmental Protection Division

PART I

A.1 Effluent Limitations and Monitoring Requirements

a. Upon the effective date of the permit and continuing for 1 month, the permittee is authorized to discharge from internal outfall no(s.) 01A: metal finishing process wastewater to the sewerage system and publicly owned treatment works (POTW) at the North Bryan Water Reclamation Facility.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristics (Specify Units)	Discharge Limitations				Monitoring Requirements[1]		
	Mass Based (lbs/day)		Concentration Based (mg/L)		Measurement Frequency	Sample Type	Sample Location
	Daily Avg.	Daily Max.	Daily Avg.	Daily Max.			
Flow (MGD)	0.400	0.400	--	--	Continuous	Flow Meter	Internal[2]
Total Dissolved Solids (TDS)	--	--	±Δ250[3]	1,500	Daily	Grab	Internal[2]
Specific Conductivity[4] (µS/cm)	--	--	±Δ400[4]	2,400	Continuous	Conductivity Meter	Internal[2]
BOD_5	1,001	1,001	300	300	1/Week	Composite	Internal[2]
COD	1,668	1,668	500	500	Daily	Composite	Internal[2]
TSS	935	935	280	280	Daily	Composite	Internal[2]
Ammonia, as N	107.0	107.0	32.0	32.0	Daily	Composite	Internal[2]
Total Phosphorus	14.0	14.0	4.0	4.0	Daily	Composite	Internal[2]
Oil & Grease (HEM)	--	--	100	100	1/Week	Grab	Internal[2]
Cyanide, Total	0.551	0.551	0.165	0.165	1/Week	Grab	Internal[2]
Cadmium, Total	0.027	0.027	0.008	0.008	1/Day	Composite	Internal[2]
Chromium, Total	0.87	0.87	0.26	0.26	1/Day	Composite	Internal[2]
Copper, Total	0.47	0.47	0.14	0.14	1/Day	Composite	Internal[2]
Lead, Total	0.194	0.194	0.058	0.058	1/Day	Composite	Internal[2]
Nickel, Total	1.325	1.325	0.397	0.397	1/Day	Composite	Internal[2]
Silver, Total	0.37	0.37	0.11	0.11	1/Day	Composite	Internal[2]
Zinc, Total	0.915	0.915	0.274	0.274	1/Day	Composite	Internal[2]
Total Toxic Organics (TTOs)[5]	--	7.11	--	2.13	2/Year	Grab	Internal[2]

The pH shall be continuously monitored and recorded at the internal monitoring point. In addition to continuous monitoring, the pH shall be monitored once per day by grab sample at the internal monitoring point. The monthly minimum and maximum pH from each method shall be reported. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units, except excursions from the range are permitted for continuously monitored pH values subject to the following limitations:

- The total time during which the pH values are outside the required range set forth in the effluent limitations table shall not exceed 7 hours and 26 minutes in any calendar month; and

- No individual excursion from the range of pH values shall exceed 15 minutes.

The Discharge Limitations outlined above are subject to revision if dictated by Title 40, Code of Federal Regulations Part 403, (40 CFR 403), 40 CFR 433, or EPD determinations. The Permittee will be notified in writing of any changes in the above listed discharge limitations

(1) All the parameters must be monitored, at a minimum, at the measurement frequency stated above if there is any discharge. If there is no discharge, state such in the discharge monitoring report for the monitoring period.

(2) The permittee shall sample and analyze the discharge of metal finishing process wastewater prior to commingling with any other wastestream.

(3) The permittee shall calculate the total dissolved solids daily average for the calendar month and compare against the value of each individual measurement collected during the calendar month. A violation shall occur if the differential, calculated as the individual measurement minus the daily average, exceeds the range specified in the effluent limitations table.

(4) The permittee shall calculate the specific conductivity daily average for the calendar month and compare against the value of each individual measurement collected during the calendar month. A violation shall occur if the differential, calculated as the individual measurement minus the daily average, exceeds the range specified in the effluent limitations table; except excursions from the range are permitted subject to the following limitations:

- The total time during which the specific conductivity values are outside the required range set forth in the effluent limitations table shall not exceed 7 hours and 26 minutes in any calendar month; and

- No individual excursion from the range of specific conductivity values shall exceed 15 minutes.

(5) See Special Conditions, Part III.C.6 of this permit.

b. Effective 1 month from effective date of the permit and continuing until the expiration date of the permit, the permittee is authorized to discharge from internal outfall no(s.) 01A: metal finishing process wastewater to the sewerage system and publicly owned treatment works (POTW) at the North Bryan Water Reclamation Facility.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristics (Specify Units)	Discharge Limitations				Monitoring Requirements[1]		
	Mass Based (lbs/day)		Concentration Based (mg/L)		Measurement Frequency	Sample Type	Sample Location
	Daily Avg.	Daily Max.	Daily Avg.	Daily Max.			
Flow (MGD)	0.400	0.400	--	--	Continuous	Flow Meter	Internal[2]
Total Dissolved Solids (TDS)	--	--	±Δ250[3]	1,500	Daily	Grab	Internal[2]
Specific Conductivity[4] (µS/cm)	--	--	±Δ400[4]	2,400	Continuous	Conductivity Meter	Internal[2]
BOD_5	1,001	1,001	300	300	1/Month	Composite	Internal[2]
COD	1,668	1,668	500	500	1/Week	Composite	Internal[2]
TSS	935	935	280	280	1/Week	Composite	Internal[2]
Ammonia, as N	107.0	107.0	32.0	32.0	1/Week	Composite	Internal[2]
Total Phosphorus	14.0	14.0	4.0	4.0	1/Week	Composite	Internal[2]
Oil & Grease (HEM)	--	--	100	100	1/Week	Grab	Internal[2]
Cyanide, Total	0.551	0.551	0.165	0.165	1/Week	Grab	Internal[2]
Cadmium, Total	0.027	0.027	0.008	0.008	1/Month	Composite	Internal[2]
Chromium, Total	0.87	0.87	0.26	0.26	1/Month	Composite	Internal[2]
Copper, Total	0.47	0.47	0.14	0.14	1/Month	Composite	Internal[2]
Lead, Total	0.194	0.194	0.058	0.058	1/Month	Composite	Internal[2]
Nickel, Total	1.325	1.325	0.397	0.397	1/Month	Composite	Internal[2]
Silver, Total	0.37	0.37	0.11	0.11	1/Month	Composite	Internal[2]
Zinc, Total	0.915	0.915	0.274	0.274	1/Week	Composite	Internal[2]
Total Toxic Organics (TTOs)[5]	--	7.11	--	2.13	2/Year	Grab	Internal[2]

The pH shall be continuously monitored and recorded at the internal monitoring point. In addition to continuous monitoring, the pH shall be monitored once per day by grab sample at the internal monitoring point. The monthly minimum and maximum pH from each method shall be reported. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units, except excursions from the range are permitted for continuously monitored pH values subject to the following limitations:

- The total time during which the pH values are outside the required range set forth in the effluent limitations table shall not exceed 7 hours and 26 minutes in any calendar month; and

- No individual excursion from the range of pH values shall exceed 15 minutes.

The Discharge Limitations outlined above are subject to revision if dictated by Title 40, Code of Federal Regulations Part 403, (40 CFR 403), 40 CFR 433, or EPD determinations. The Permittee will be notified in writing of any changes in the above listed discharge limitations

(1) All the parameters must be monitored, at a minimum, at the measurement frequency stated above if there is any discharge. If there is no discharge, state such in the discharge monitoring report for the monitoring period.

(2) The permittee shall sample and analyze the discharge of metal finishing process wastewater prior to commingling with any other wastestream.

(3) The permittee shall calculate the total dissolved solids daily average for the calendar month and compare against the value of each individual measurement collected during the calendar month. A violation shall occur if the differential, calculated as the individual measurement minus the daily average, exceeds the range specified in the effluent limitations table.

(4) The permittee shall calculate the specific conductivity daily average for the calendar month and compare against the value of each individual measurement collected during the calendar month. A violation shall occur if the differential, calculated as the individual measurement minus the daily average, exceeds the range specified in the effluent limitations table; except excursions from the range are permitted subject to the following limitations:

- The total time during which the specific conductivity values are outside the required range set forth in the effluent limitations table shall not exceed 7 hours and 26 minutes in any calendar month; and

- No individual excursion from the range of specific conductivity values shall exceed 15 minutes.

(5) See Special Conditions, Part III.C.6 of this permit.

A.2 Effluent Limitations and Monitoring Requirements

a. Upon the effective date of the permit and continuing for 1 month, the permittee is authorized to discharge from external outfall no(s.) 001: metal finishing process wastewater, vehicle wash water, non-contact cooling water, sanitary wastewater, and stormwater to the sewerage system and publicly owned treatment works (POTW) at the North Bryan Water Reclamation Facility.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristics (Specify Units)	Discharge Limitations				Monitoring Requirements[1]		
	Mass Based (lbs/day)		Concentration Based (mg/L)		Measurement Frequency	Sample Type	Sample Location
	Daily Avg.	Daily Max.	Daily Avg.	Daily Max.			
Flow (MGD)	0.425	0.425	--	--	Continuous	Flow Meter	Final Effluent[2]
Total Dissolved Solids (TDS)	--	--	±Δ250[3]	1,500	Daily	Grab	Final Effluent[2]
Specific Conductivity[4] (µS/cm)	--	--	±Δ400[4]	2,400	Continuous	Conductivity Meter	Final Effluent[2]
Total Organic Carbon (TOC)	--	--	200	200	Daily	Composite	Final Effluent[2]
BOD_5	--	--	300	300	1/Week	Composite	Final Effluent[2]
COD	--	--	500	500	Daily	Composite	Final Effluent[2]
TSS	--	--	200	200	Daily	Composite	Final Effluent[2]
Ammonia, as N	--	--	15.0	15.0	Daily	Composite	Final Effluent[2]
Total Phosphorus	--	--	4.0	4.0	Daily	Composite	Final Effluent[2]
Oil & Grease (HEM)	--	--	100	100	1/Week	Grab	Final Effluent[2]
Cyanide, Total	--	--	0.10	0.10	1/Week	Grab	Final Effluent[2]
Cadmium, Total	--	--	0.004	0.004	Daily	Composite	Final Effluent[2]
Chromium, Total	--	--	0.26	0.26	Daily	Composite	Final Effluent[2]
Copper, Total	--	--	0.14	0.14	Daily	Composite	Final Effluent[2]
Lead, Total	--	--	0.050	0.050	Daily	Composite	Final Effluent[2]

Effluent Characteristics (Specify Units)	Discharge Limitations				Monitoring Requirements[1]		
	Mass Based (lbs/day)		Concentration Based (mg/L)		Measurement Frequency	Sample Type	Sample Location
	Daily Avg.	Daily Max.	Daily Avg.	Daily Max.			
Nickel, Total	--	--	0.400	0.400	Daily	Composite	Final Effluent[2]
Silver, Total	--	--	0.11	0.11	Daily	Composite	Final Effluent[2]
Zinc, Total	--	--	0.30	0.30	Daily	Composite	Final Effluent[2]
Arsenic, Total	--	--	0.077	0.077	Daily	Composite	Final Effluent[2]
Mercury, Total	--	--	0.002	0.002	Daily	Composite	Final Effluent[2]
Selenium, Total	--	--	0.06	0.06	Daily	Composite	Final Effluent[2]
Molybdenum, Total	--	--	0.043	0.043	Daily	Composite	Final Effluent[2]
Total PAH	--	--	0.10	0.10	Daily	Composite	Final Effluent[2]
Total Phenol	--	--	1.00	1.00	Daily	Grab	Final Effluent[2]
Benzene	--	--	0.01	0.01	Daily	Grab	Final Effluent[2]
Ethylbenzene	--	--	0.30	0.30	Daily	Grab	Final Effluent[2]
Xylene	--	--	0.50	0.50	Daily	Grab	Final Effluent[2]
Toluene	--	--	0.70	0.70	Daily	Grab	Final Effluent[2]
Total Residual Chlorine	--	--	4.0	4.0	Daily	Grab	Final Effluent[2]
Surfactants	--	--	100	100	Daily	Composite	Final Effluent[2]
Chloride	--	--	250	250	Daily	Composite	Final Effluent[2]
Sulfate	--	--	500	500	Daily	Composite	Final Effluent[2]
Total Toxic Organics (TTOs)[5]	--	--	--	2.13	2/Year	Grab	Final Effluent[2]

The pH of the final effluent shall be continuously monitored and recorded. In addition to continuous monitoring, the pH of the final effluent shall be monitored once per day by grab sample. The monthly minimum and maximum pH from each method shall be reported. The pH of the final effluent shall not be less than 6.0 standard units nor greater than 9.0 standard units, except excursions from the range are permitted for the continuously monitored pH values subject to the following limitations:

- The total time during which the pH values are outside the required range set forth in the effluent limitations table shall not exceed 7 hours and 26 minutes in any calendar month; and

- No individual excursion from the range of pH values shall exceed 15 minutes.

The Discharge Limitations outlined above are subject to revision if dictated by Title 40, Code of Federal Regulations Part 403, (40 CFR 403), 40 CFR 433, or EPD determinations. The Permittee will be notified in writing of any changes in the above listed discharge limitations.

(1) All the parameters must be monitored, at a minimum, at the measurement frequency stated above if there is any discharge. If there is no discharge, state such in the discharge monitoring report for the monitoring period.

(2) The final effluent for purposes of sampling, monitoring and the application of pretreatment limitations is the final discharge point prior to entry into the sewerage system.

(3) The permittee shall calculate the total dissolved solids daily average for the calendar month and compare against the value of each individual measurement collected during the calendar month. A violation shall occur if the differential, calculated as the individual measurement minus the daily average, exceeds the range specified in the effluent limitations table.

(4) The permittee shall calculate the specific conductivity daily average for the calendar month and compare against the value of each individual measurement collected during the calendar month. A violation shall occur if the differential, calculated as the individual measurement minus the daily average, exceeds the range specified in the effluent limitations table; except excursions from the range are permitted subject to the following limitations:

- The total time during which the specific conductivity values are outside the required range set forth in the effluent limitations table shall not exceed 7 hours and 26 minutes in any calendar month; and

- No individual excursion from the range of specific conductivity values shall exceed 15 minutes.

(5) See Special Conditions, Part III.C.6 of this permit.

b. Effective 1 month from the effective date of the permit and continuing until the expiration date of the permit, the permittee is authorized to discharge from external outfall no(s.) 001: metal finishing process wastewater, vehicle wash water, non-contact cooling water, sanitary wastewater, and stormwater to the sewerage system and publicly owned treatment works (POTW) at the North Bryan Water Reclamation Facility.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristics (Specify Units)	Discharge Limitations				Monitoring Requirements[1]		
	Mass Based (lbs/day)		Concentration Based (mg/L)		Measurement Frequency	Sample Type	Sample Location
	Daily Avg.	Daily Max.	Daily Avg.	Daily Max.			
Flow (MGD)	0.425	0.425	--	--	Continuous	Flow Meter	Final Effluent[2]
Total Dissolved Solids (TDS)	--	--	±Δ250[3]	1,500	Daily	Grab	Final Effluent[2]
Specific Conductivity[4] (µS/cm)	--	--	±Δ400[4]	2,400	Continuous	Conductivity Meter	Final Effluent[2]
Total Organic Carbon (TOC)	--	--	200	200	1/Month	Composite	Final Effluent[2]
BOD_5	--	--	300	300	1/Month	Composite	Final Effluent[2]
COD	--	--	500	500	1/Week	Composite	Final Effluent[2]
TSS	--	--	200	200	1/Week	Composite	Final Effluent[2]
Ammonia, as N	--	--	15.0	15.0	1/Week	Composite	Final Effluent[2]
Total Phosphorus	--	--	4.0	4.0	1/Week	Composite	Final Effluent[2]
Oil & Grease (HEM)	--	--	100	100	1/Week	Grab	Final Effluent[2]
Cyanide, Total	--	--	0.10	0.10	1/Week	Grab	Final Effluent[2]
Cadmium, Total	--	--	0.004	0.004	1/Month	Composite	Final Effluent[2]
Chromium, Total	--	--	0.26	0.26	1/Month	Composite	Final Effluent[2]
Copper, Total	--	--	0.14	0.14	1/Month	Composite	Final Effluent[2]
Lead, Total	--	--	0.050	0.050	1/Month	Composite	Final Effluent[2]

Effluent Characteristics (Specify Units)	Discharge Limitations				Monitoring Requirements[1]		
	Mass Based (lbs/day)		Concentration Based (mg/L)		Measurement Frequency	Sample Type	Sample Location
	Daily Avg.	Daily Max.	Daily Avg.	Daily Max.			
Nickel, Total	--	--	0.400	0.400	1/Month	Composite	Final Effluent[2]
Silver, Total	--	--	0.11	0.11	1/Month	Composite	Final Effluent[2]
Zinc, Total	--	--	0.30	0.30	1/Week	Composite	Final Effluent[2]
Arsenic, Total	--	--	0.077	0.077	1/Month	Composite	Final Effluent[2]
Mercury, Total	--	--	0.002	0.002	1/Month	Composite	Final Effluent[2]
Selenium, Total	--	--	0.06	0.06	1/Month	Composite	Final Effluent[2]
Molybdenum, Total	--	--	0.043	0.043	1/Month	Composite	Final Effluent[2]
Total PAH	--	--	0.10	0.10	1/Month	Composite	Final Effluent[2]
Total Phenol	--	--	1.00	1.00	1/Month	Grab	Final Effluent[2]
Benzene	--	--	0.01	0.01	1/Month	Grab	Final Effluent[2]
Ethylbenzene	--	--	0.30	0.30	1/Month	Grab	Final Effluent[2]
Xylene	--	--	0.50	0.50	1/Month	Grab	Final Effluent[2]
Toluene	--	--	0.70	0.70	1/Month	Grab	Final Effluent[2]
Total Residual Chlorine	--	--	4.0	4.0	1/Month	Grab	Final Effluent[2]
Surfactants	--	--	100	100	1/Month	Composite	Final Effluent[2]
Chloride	--	--	250	250	1/Month	Composite	Final Effluent[2]
Sulfate	--	--	500	500	1/Month	Composite	Final Effluent[2]
Total Toxic Organics (TTOs)[5]	--	--	--	2.13	2/Year	Grab	Final Effluent[2]

The pH of the final effluent shall be continuously monitored and recorded. In addition to continuous monitoring, the pH of the final effluent shall be monitored once per day by grab sample. The monthly minimum and maximum pH from each method shall be reported. The pH of the final effluent shall not be less than 6.0 standard units nor greater than 9.0 standard units, except excursions from the range are permitted for the continuously monitored pH values subject to the following limitations:

- The total time during which the pH values are outside the required range set forth in the effluent limitations table shall not exceed 7 hours and 26 minutes in any calendar month; and

- No individual excursion from the range of pH values shall exceed 15 minutes.

The Discharge Limitations outlined above are subject to revision if dictated by Title 40, Code of Federal Regulations Part 403, (40 CFR 403), 40 CFR 433, or EPD determinations. The Permittee will be notified in writing of any changes in the above listed discharge limitations.

(1) All the parameters must be monitored, at a minimum, at the measurement frequency stated above if there is any discharge. If there is no discharge, state such in the discharge monitoring report for the monitoring period.

(2) The final effluent for purposes of sampling, monitoring and the application of pretreatment limitations is the final discharge point prior to entry into the sewerage system.

(3) The permittee shall calculate the total dissolved solids daily average for the calendar month and compare against the value of each individual measurement collected during the calendar month. A violation shall occur if the differential, calculated as the individual measurement minus the daily average, exceeds the range specified in the effluent limitations table.

(4) The permittee shall calculate the specific conductivity daily average for the calendar month and compare against the value of each individual measurement collected during the calendar month. A violation shall occur if the differential, calculated as the individual measurement minus the daily average, exceeds the range specified in the effluent limitations table; except excursions from the range are permitted subject to the following limitations:

- The total time during which the specific conductivity values are outside the required range set forth in the effluent limitations table shall not exceed 7 hours and 26 minutes in any calendar month; and

- No individual excursion from the range of specific conductivity values shall exceed 15 minutes.

(5) See Special Conditions, Part III.C.6 of this permit.

B. Monitoring

1. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.

2. Sampling Period

a. Unless otherwise specified in this permit, quarterly samples shall be taken during the periods January-March, April-June, July-September, and October-December.

b. Unless otherwise specified in this permit, semiannual samples shall be taken during the periods January-June and July-December.

c. Unless otherwise specified in this permit, annual samples shall be taken during the period of January-December.

3. Monitoring Procedures

Analytical methods, sample containers, sample preservation techniques, and sample holding times must be consistent with the techniques and methods listed in 40 CFR Part 136. The analytical method used shall be sufficiently sensitive. EPA-approved methods must be applicable to the concentration ranges of the NPDES permit samples.

4. Detection Limit

All parameters will be analyzed using the appropriate detection limits. If the results for a given sample are such that a parameter is not detected at or above the specified detection limit, a value of "NOT DETECTED" will be reported for that sample and the detection limit will also be reported.

5. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

a. The exact place, date, and time of sampling or measurements, and the person(s) performing the sampling or the measurements;

b. The dates and times the analyses were performed, and the person(s) performing the analyses;

c. The analytical techniques or methods used;

d. The results of all required analyses.

6. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form. Such increased monitoring frequency shall also be indicated. EPD may require, by written notification, more frequent monitoring or the monitoring of other pollutants not required in this permit.

7. Records Retention

The permittee shall retain records of all monitoring information, including all records of analyses performed, calibration and maintenance of instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a minimum of three (3) years from the date of the sample, measurement, report or application, or longer if requested by EPD.

8. Penalties

The Federal Clean Water Act and the Georgia Water Quality Control Act provide that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine or by imprisonment, or by both. The Federal Clean Water Act and the Georgia Water Quality Control Act also provide procedures for imposing civil penalties which may be levied for violations of the Act, any permit condition or limitation established pursuant to the Act, or negligently or intentionally failing or refusing to comply with any final or emergency order of the Director of EPD.

C. Definitions

1. A "bypass" means the intentional diversion of waste streams from any portion of a treatment facility.

2. A “calendar day” is defined as any consecutive 24-hour period.

3. A “composite” sample shall consist of samples collected at intervals not less frequently than every two hours for a period of 24 hours or for the actual time the pretreatment facility is discharging (if less than 24 hours), and composited according to flow.

4. The "daily average” mass means the total discharge by mass during a calendar month divided by the number of days in the month that the production or commercial facility was operating. Where less than daily sampling is required by this permit, the daily average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days sampled during the calendar month when the measurements were made.

5. The "daily maximum" mass means the total discharge by mass during any calendar day.

6. The "daily average" concentration means the arithmetic average of all the daily determinations of concentrations made during a calendar month. Daily determinations of concentration made using a composite sample shall be the concentration of the composite sample.

7. The "daily maximum" concentration means the daily determination of concentration for any calendar day.

8. The “daily maximum flow” is the largest total volume determined for any 24 hour period.

9. “EPD” as used herein means the Environmental Protection Division of the Department of Natural Resources.

10. A “POTW” as used herein means Publicly-Owned Treatment Works.

11. The “Rules” as used herein means the Georgia Rules and Regulations for Water Quality Control.

12. "Severe property damage" means substantial physical damage to property, damage to 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.

13. The “State Act” as used herein means the Georgia Water Quality Control Act (Official Code of Georgia Annotated; Title 12, Chapter 5, Article 2).

14. An “excursion” is an unintentional and temporary incident in which the wastewater exceeds the range set forth in the applicable effluent limitations table.

D. Reporting Requirements

1. The permittee must electronically report the DMR, OMR and additional monitoring data using the web based electronic NetDMR reporting system, unless a waiver is granted by EPD.

a. The permittee must comply with the Federal National Pollutant Discharge Elimination System Electronic Reporting regulations in 40 CFR §127. The permittee must electronically report the DMR, OMR, and additional monitoring data using the web based electronic NetDMR reporting system online at: https://npdes-ereporting.epa.gov/net-netdmr

b. Monitoring results obtained during the calendar month shall be summarized for each month and reported on the DMR. The results of each sampling event shall be reported on the OMR and submitted as an attachment to the DMR.

c. The permittee shall submit the DMR, OMR and additional monitoring data no later than 11:59 p.m. on the 15th day of the month following the sampling period.

d. All other reports required herein, unless otherwise stated, shall be submitted to the EPD Office listed on the permit issuance letter signed by the Director of EPD.

2. **No later than December 21, 2025,** the permittee must electronically report the following compliance monitoring data and reports using the online web based electronic system approved by EPD, unless a waiver is granted by EPD:

a. Sewer Overflow/Bypass Event Reports;
b. Noncompliance Notification;
c. Other noncompliance; and
d. Bypass

3. Other Reports

All other reports required in this permit not listed above in Part I.D.2 or unless otherwise stated, shall be submitted to the EPD Office listed on the permit issuance letter signed by the Director of EPD.

4. Other Noncompliance

All instances of noncompliance not reported under Part I.B. and Part II.A. shall be reported to EPD at the time the monitoring report is submitted.

5. Signatory Requirements

All reports, certifications, data or information submitted in compliance with this permit or requested by EPD must be signed and certified as follows:

a. Any State or NPDES Permit Application form submitted to the EPD shall be signed as follows in accordance with the Federal Regulations, 40 C.F.R. 122.22:

1. For a corporation, by a responsible corporate officer. A responsible corporate officer means:

i. a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision making functions for the corporation, or

ii. the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or

3. For a municipality, State, Federal, or other public facility, by either a principal executive officer or ranking elected official.

b. All other reports or requests for information required by the permit issuing authority shall be signed by a person designated in (a) above or a duly authorized representative of such person, if:

1. The representative so authorized is responsible for the overall operation of the facility from which the discharge originates, e.g., a plant manager, superintendent or person of equivalent responsibility;

2. The authorization is made in writing by the person designated under (a) above; and

3. The written authorization is submitted to the Director.

c. Any changes in written authorization submitted to the permitting authority under (b) above which occur after the issuance of a permit shall be reported to the permitting authority by submitting a copy of a new written authorization which meets the requirements of (b) and (b.1) and (b.2) above.

d. Any person signing any document under (a) or (b) above shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PART II

A. Management Requirements

1. Notification of Changes

a. The permittee shall provide EPD at least 90 days advance notice of any planned physical alterations or additions to the permitted facility that meet the following criteria:

1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b);

2. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR 122.42(a)(1); or

3. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

b. The permittee shall give at least 90 days advance notice to EPD of any planned changes to the permitted facility or activity which may result in noncompliance with permit requirements.

c. Following the notice in paragraph a. or b. of this condition the permit may be modified. The permittee shall not make any changes, or conduct any activities, requiring notification in paragraph a. or b. of this condition without approval from EPD.

d. The permittee shall provide at least 30 days advance notice to EPD of:

1. any planned expansion or increase in production capacity; or

2. any planned installation of new equipment or modification of existing processes that could increase the quantity of pollutants discharged or result in the discharge of pollutants that were not being discharged prior to the planned change

if such change was not identified in the permit application(s) upon which this permit is based and for which notice was not submitted under paragraphs a. or b. of this condition.

e. All existing manufacturing, commercial, mining, and silvicultural dischargers shall notify EPD as soon as it is known or there is reason to believe that any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant not limited in the permit, if that discharge will exceed (i) 100 µg/L, (ii) five times the maximum concentration reported for that pollutant in the permit application, or (iii) 200 µg/L for acrolein and acrylonitrile, 500 µg/L for 2,4 dinitrophenol and for 2-methyl-4-6-dinitrophenol, or 1 mg/L antimony.

f. All existing manufacturing, commercial, mining, and silvicultural dischargers shall notify EPD as soon as it is known or there is reason to believe that any activity has occurred or will occur which would result in any discharge on a nonroutine or infrequent basis, of any toxic pollutant not limited in the permit, if that discharge will exceed (i) 500 µg/L, (ii) ten times the maximum concentration reported for that pollutant in the permit application, or (iii) 1 mg/L antimony.

g. Upon the effective date of this permit, the permittee shall submit to EPD an annual certification in June of each year certifying whether or not there has been any change in processes or wastewater characteristics as described in the submitted NPDES permit application that required notification in paragraph a., b., or d. of this condition. The permittee shall also certify annually in June whether the facility has received offsite wastes or wastewater and detail any such occurrences.

2. Noncompliance Notification

If, for any reason, the permittee does not comply with, or will be unable to comply with any effluent limitation specified in this permit, the permittee shall provide EPD and the owner of the receiving POTW with an oral report within 24 hours from the time the permittee becomes aware of the circumstances followed by a written report within five (5) days of becoming aware of such condition. The written submission shall contain the following information:

a. A description of the discharge and cause of noncompliance; and

b. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.

3. Facility Operation

The permittee shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

4. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

5. Bypassing

a. Any diversion from or bypass of pretreatment facilities covered by this permit is prohibited, except where unavoidable to prevent personal injury, loss of life, or severe property damage. The permittee shall operate the pretreatment works to minimize discharge of the pollutants listed in this permit from overflows or bypasses. The permittee shall monitor all overflows, bypasses, or spills. EPD and the owner of the receiving POTW shall be notified, in advance if possible, of any overflows, bypasses or spills. A record of each overflow bypass and spill shall be kept with information on the location, cause, duration, a peak flow rate. Upon written notification by EPD, the permittee may be required to submit a plan and schedule for reducing overflows, bypasses or spills.

b. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to EPD and the owner of the receiving POTW at least 10 days (if possible) before the date of the bypass. The permittee shall submit notice of any unanticipated bypass with an oral report within 24 hours from the time the permittee becomes aware of the circumstances followed by a written report within five (5) days of becoming aware of such condition. The written submission shall contain the following information:

1. A description of the discharge and cause of noncompliance; and

2. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.

6. Sludge Disposal Requirements

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the State or creating an adverse impact on the environment. Handling and disposal of such substances shall be in accordance with all applicable State and Federal regulations. Records must be maintained of the quantity (volume and concentration or mass) of such substances; the method of disposal; the location or site; and the date and time of disposal.

Sludge shall be disposed of in accordance with the regulations and guidelines established by EPD, the Federal Clean Water Act, and the Resource Conservation and Recovery Act (RCRA). Prior to disposal of sludge by any method other than co-disposal in a permitted sanitary landfill, the permittee shall submit a sludge management plan to EPD for written approval. For land application of nonhazardous sludge, the permittee shall comply with the applicable criteria outlined in the most current version of EPD's "Guidelines for Land Application of Sewage Sludge (Biosolids) at Agronomic Rates" and with the State Rules, Chapter 391-3-6-.17. EPD may require more stringent control of this activity. Prior to land applying nonhazardous sludge, the permittee shall submit a sludge management plan to EPD for review and approval. Upon approval, the plan for land application will become a part of the NPDES permit upon modification of the permit.

7. Sludge Monitoring Requirements

The permittee shall develop and implement procedures to ensure adequate year-round sludge disposal. The permittee shall monitor the volume and concentration of solids removed from the plant. Records shall be maintained which document the quantity of solids removed from the plant. The ultimate disposal of solids shall be reported (in the unit of lbs) to EPD as specified in Part I.D of this permit.

8. Power Failures

Upon the reduction, loss, or failure of the primary source of power to said water pollution control facilities, the permittee shall use an alternative source of power if available to reduce or otherwise control production and/or all discharges in order to maintain compliance with the effluent limitations and prohibitions of this permit.

If such alternative power source is not in existence, and no date for its implementation appears in Part I, the permittee shall halt, reduce or otherwise control production and/or all discharges from wastewater control facilities upon the reduction, loss, or failure of the primary source of power to said wastewater control facilities.

9. Operator Certification Requirements

The permittee shall, when required, have a certified operator in charge of the facility in accordance with Georgia State Board of Examiners for Certification of Water and Wastewater Treatment Plant operators And Laboratory Analysts Rule 43-51-6.(b).

10. Laboratory Analyst Certification Requirements

The permittee shall ensure that, when required, the person in responsible charge of the laboratory performing the analyses for determining permit compliance is certified in accordance with the Georgia Certification of Water and Wastewater Treatment Plant operators and Laboratory Analysts Act, as amended, and the Rules promulgated thereunder.

B. Responsibilities

1. Right of Entry

The permittee shall allow the Director of EPD, the Regional Administrator of EPA, and/or their authorized representatives, agents, or employees, upon the presentation of credentials:

a. To enter upon the permittee's premises where a discharge source is located or in which any records are required to be kept under the terms and conditions of this permit; and

b. At reasonable times, to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and to sample any substance or parameters in any location.

2. Transfer of Ownership or Control

A permit may be transferred to another person by a permittee if:

a. The permittee notifies the Director of EPD and the owner of the receiving POTW in writing of the proposed transfer at least thirty (30) days in advance of the proposed transfer;

b. A written agreement containing a specific date for transfer of permit responsibility and coverage between the current and new permittee (including acknowledgement that the existing permittee is liable for violations up to that date, and that the new permittee is liable for violations from that date on) is submitted to the Director at least thirty (30) days in advance of the proposed transfer; and

c. The Director, within thirty (30) days, does not notify the current permittee and the new permittee of EPD’s intent to modify, revoke and reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

3. Availability of Reports

Except for data deemed to be confidential under O.C.G.A. § 12-5-26 or by the Regional Administrator of the EPA under the Code of Federal Regulations, Title 40, Part 2, all reports prepared in accordance with the terms of this permit shall be available for public inspection at an office of EPD. Effluent data, permit applications, permittee's names and addresses, and permits shall not be considered confidential.

4. Permit Modification

After written notice and opportunity for a hearing, this permit may be modified, suspended, revoked or reissued in whole or in part during its term for cause including, but not limited to, the following:

a. Violation of any conditions of this permit;

b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts;

c. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge; or

d. To comply with any applicable effluent limitation issued pursuant to the order of the United States District Court for the District of Columbia issued on June 8, 1976, in Natural Resources Defense Council, Inc. et.al. v. Russell E. Train, 8 ERC 2120(D.D.C. 1976), if the effluent limitation so issued:

1. is different in conditions or more stringent than any effluent limitation in the permit; or

2. controls any pollutant not limited in the permit.

5. Toxic Pollutants

Notwithstanding Part II B.8 below, if a toxic discharge standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Federal Act for a toxic pollutant which is present in the discharge, and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic discharge standard or prohibition and the permittee so notified.

6. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

7. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Federal Clean Water Act.

8. Local Ordinances

Nothing in this permit shall be construed to relieve the permittee from the responsibility of compliance with any local ordinance whose requirements are more stringent than those contained in this permit.

9. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

10. Expiration of Permit

The permittee shall not discharge after the expiration date. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit such information, forms, and fees as are required by EPD at least 180 days prior to the expiration date.

11. Contested Hearings

Any person who is aggrieved or adversely affected by an action of the Director of EPD shall petition the Director for a hearing within thirty (30) days of notice of such action.

12. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

13. Best Management Practices

The permittee will implement best management practices to control the discharge of hazardous and/or toxic materials from ancillary manufacturing activities. Such activities include, but are not limited to, materials storage, in-plant transfer, process and material handling, loading and unloading operations, plant site runoff, and sludge and waste disposal.

14. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

15. Duty to Provide Information

a. The permittee shall furnish to the EPD Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish upon request copies of records required to be kept by this permit.

b. When the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or any report to the Director, it shall promptly submit such facts and information.

16. Duty to Comply

a. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Georgia Water Quality Control Act (O.C.G.A. § 12-5-20 et. seq.) and is grounds for enforcement action; for permit termination; revocation and reissuance, or modification; or for denial of a permit renewal application. Any instances of noncompliance must be reported to EPD as specified in Part I.D and Part II.A of this permit.

b. Penalties for violations of permit conditions. The Federal Clean Water Act and the Georgia Water Quality Control Act (O.C.G.A. § 12-5-20 et. seq.) provide that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this permit, makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction be punished by a fine or by imprisonment, or by both. The Georgia Water Quality Control Act (Act) also provides procedures for imposing civil penalties which may be levied for violations of the Act, any permit condition or limitation established pursuant to the Act, or negligently or intentionally failing or refusing to comply with any final or emergency order of the Director**.**

17. Upset Provisions

Provisions of 40 CFR 122.41(n)(1)-(4), regarding "Upset" shall be applicable to any civil, criminal, or administrative proceeding brought to enforce this permit.

PART III

A. Previous Permits

1. All previous State waste water permits issued to this facility, whether for construction or operation, are hereby revoked by the issuance of this permit. This action is taken to assure compliance with the Georgia Water Quality Control Act, as amended, and the Federal Clean Water Act, as amended. Receipt of the permit constitutes notice of such action. The conditions, requirements, terms and provisions of this permit authorizing discharge under the National Pollutant Discharge Elimination System govern discharges from this facility.

B. Schedule of Compliance

1. The permittee shall achieve compliance with the effluent limitations specified for discharges in accordance with the following schedule:

    a. The permittee must start-up all pollution control equipment required to meet the conditions of its permit before beginning to discharge and must meet all permit conditions within the shortest feasible time, which may not exceed 90 days.

2. No later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement.

C. Special Conditions

1. The permittee shall not discharge substances in amounts, concentrations or combinations thereof which:

    a. interfere with the operation of the North Bryan Water Reclamation Facility**;**

    b. cause pass-through of pollutants in violation of the effluent limitations specified in National Pollutant Discharge Elimination System Permit No. GA0050326;

    c. cause municipal sludge contamination; or

    d. cause pass-through of pollutants that result in toxicity in aquatic life in the receiving stream.

2. Slug Discharges

   a. Slug discharge shall be defined as any discharge of a non-routine, episodic nature including, but not limited to an accidental spill or a non-customary batch discharge.

   b. The permittee shall notify the EPD and the owner of the receiving POTW immediately of any discharge or discharges including slug discharges that could result in operational problems at the POTW.

   c. Upon notification from the EPD, the permittee shall develop and implement a plan to control slug discharges in accordance with the requirements of 40 CFR Part 403.8.

3. If sampling performed by the permittee indicates a violation, the permittee shall immediately notify the EPD Compliance Office within twenty-four (24) hours of becoming aware of the violation. For continuous dischargers, the permittee shall also immediately, within 24 hours, repeat the sampling and analysis of all of the constituents that may have contributed to the violation. For intermittent dischargers, repeat sampling and analysis should be conducted on the subsequent discharge. The sampling results shall be submitted to the EPD Compliance Office within 30 days after becoming aware of the violation.

4. No later than 90 days from the commencement of discharge, the permittee must complete and submit to EPD Section XI (Characteristics of Discharge) of the pretreatment permit application form. The completed form should be submitted to:

   Georgia Environmental Protection Division
   Wastewater Regulatory Program
   2 Martin Luther King Jr. Drive Suite 1470A East
   Atlanta, Georgia 30334
   ATTN: Industrial Permitting Unit Manager

5. Priority Pollutant Scans

   The permittee must conduct a semiannual priority pollutant scan on the final effluent. Priority pollutants are defined at 40 CFR 423 – Appendix A. Monitoring shall be conducted in accordance with the conditions established in Part I.B of the permit.

6. The term “TTO” shall mean total toxic organics, which is the summation of all quantifiable values greater than 0.01 mg/L for the toxic organics outlined below:

   - Acenaphthene
   - Acrolein
   - Acrylonitrile
   - Benzene
   - Benzidine
   - Carbon tetrachloride (tetrachloromethane)
   - Chlorobenzene
   - 1,2,4-Trichlorobenzene
   - Hexachlorobenzene
   - 1,2,-Dichloroethane
   - N-nitrosodiphenylamine
   - N-nitrosodi-n-propylamine
   - Pentachlorophenol
   - Phenol
   - Bis (2-ethylhexyl) phthalate
   - Butyl benzyl phthalate
   - Di-n-butyl phthalate
   - Di-n-octyl phthalate
   - Diethyl phthalate
   - Dimethyl phthalate

- 1,1,1-Trichloroethane
- Hexachloroethane
- 1,1-Dichloroethane
- 1,1,2-Trichloroethane
- 1,1,2,2-Tetrachloroethane
- Chloroethane
- Bis (2-chloroethyl) ether
- 2-Chloroethyl vinyl ether (mixed)
- 2-Chloronaphthalene
- 2,4,6-Trichlorophenol
- Parachlorometa cresol
- Chloroform (trichloromethane)
- 2-Chlorophenol
- 1,2-Dichlorobenzene
- 1,3-Dichlorobenzene
- 1,4-Dichlorobenzene
- 3,3-Dichlorobenzidine
- 1,1-Dichloroethylene
- 1,2-Trans-dichloroethylene
- 2,4-Dichlorophenol
- 1,2-Dichloropropane
- 1,3-Dichloropropylene (1,3-dichloropropene)
- 2,4-Dimethylphenol
- 2,4-Dinitrotoluene
- 2,6-Dinitrotoluene
- 1,2-Diphenylhydrazine
- Ethylbenzene
- Fluoranthene
- 4-Chlorophenyl phenyl ether
- 4-Bromophenyl phenyl ether
- Bis (2-chloroisopropyl) ether
- Bis (2-chloroethoxy) methane
- Methylene chloride (dichloromethane)
- Methyl chloride (chloromethane)
- Methyl bromide (bromomethane)
- Bromoform (tribromomethane)
- Dichlorobromomethane
- Chlorodibromomethane
- Hexachlorobutadiene
- Hexachlorocyclopentadiene
- Isophorone
- Naphthalene
- Nitrobenzene
- 2-Nitrophenol
- 4-Nitrophenol
- 2,4-Dinitrophenol
- 4,6-Dinitro-o-cresol
- N-nitrosodimethylamine
- 1,2-Benzanthracene
- (benzo(a)anthracene)
- Benzo(a)pyrene (3,4-benzopyrene)
- 3,4-Benzofluoranthene (benzo(b)fluoranthene)
- 11,12-Benzofluoranthene (benzo(k)fluoranthene)
- Chrysene
- Acenaphthylene
- Anthracene
- 1,12-Benzoperylene (benzo(ghi)perylene)
- Fluorene
- Phenanthrene
- 1,2,5,6-Dibenzanthracene (dibenzo(a,h)anthracene)
- Indeno(1,2,3-cd) pyrene (2,3-o-phenlene pyrene)
- Pyrene
- Tetrachloroethylene
- Toluene
- Trichloroethylene
- Vinyl chloride (chloroethylene)
- Aldrin
- Dieldrin
- Chlordane (technical mixture and metabolites)
- 4,4-DDT
- 4,4-DDE (p,p-DDX)
- 4,4-DDD (p,p-TDE)
- Alpha-endosulfan
- Beta-endosulfan
- Endosulfan sulfate
- Endrin
- Endrin aldehyde
- Heptachlor
- Heptachlor epoxide
- (BHC-hexachloro-
- cyclohexane)
- Alpha-BHC
- Beta-BHC
- Gamma-BHC
- Delta-BHC
- (PCB-polychlorinated biphenyls)
- PCB-1242 (Arochlor 1242)
- PCB-1254 (Arochlor 1254)
- PCB-1221 (Arochlor 1221)
- PCB-1232 (Arochlor 1232)
- PCB-1248 (Arochlor 1248)
- PCB-1260 (Arochlor 1260)
- PCB-1016 (Arochlor 1016)
- Toxaphene
- 2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

The Georgia Environmental Protection Division proposes to issue a Pretreatment permit to the applicant identified below. The draft permit places conditions on the discharge of pollutants from the wastewater treatment plant to waters of the State.

Technical Contact: Ian McDowell (*ian.mcdowell@dnr.ga.gov*)
470-604-9483

Draft permit:
- ☒ first issuance
- ☐ reissuance with no or minor modifications from previous permit
- ☐ reissuance with substantial modifications from previous permit
- ☐ modification of existing permit

1.0 FACILITY INFORMATION

1.1 Pretreatment Permit No.: GAP050365

1.2 Name and Address of Owner/Applicant

Hyundai Motor Group Metaplant America LLC
1500 Genesis Drive
Ellabell, Georgia 31308
Bryan County

1.3 Name and Address of Facility

Hyundai Motor Group Metaplant America LLC
1500 Genesis Drive
Ellabell, Georgia 31308
Bryan County

1.4 Facility Information

a. Average Flow[(1)]: 656,000 GPD

b. Categorical (Y/N): Y

c. Production Based (Y/N): N

d. Max Flow[(1)]: 810,000 GPD

e. Significant Industrial User (Y/N): Y

f. Production Capacity: N/A

(1) Pursuant to the Bryan County/City of Savannah Intergovernmental Sewer Service Agreement, the facility will be limited to a permitted daily average and daily maximum flow rate of 425,000 gpd.

1.5 SIC Code & Description: 3711 – Motor Vehicles and Passenger Car Bodies

1.6 Description of Industrial Processes

Hyundai Motor Group Metaplant America LLC is a car manufacturing facility. Facility operations included a press shop, paint shop, assembly shop, and welding shop.

Press Shop
Metal coils are fed to a stamping press which presses and cuts the metal coil into a part ("blank") for use in the body shop. Some minor washing may occur.

Paint Shop
Process wastewater generated from degreasing, electrodeposition, and phosphate tanks.

Assembly Shop
Process wastewater generated from the assembly of vehicles. Some minor washing may occur.

Welding Shop
Process wastewater generated from welding operations. Some minor washing may occur.

Additionally, the facility receives wastewater from the following affiliate operations: Glovis, Glovis VPC, Mobis Alabama, Mobis Electrified Powertrain, Hyundai Transys, and Hyundai Steel. Wastewater generated from affiliate operations consists of sanitary wastewater and vehicle wash water from the Glovis VPC vehicle processing operation.

1.7 Description of the Industrial Wastewater Treatment Facility

Metal finishing process wastewater receives treatment at the categorical pretreatment treatment system. Wastewater treatment includes flow equalization, neutralization, chemical treatment/precipitation, clarification, filtration, and dissolved air flotation (DAF). Wastewater sludge generated during treatment is sent through a multi-plate screw press and is disposed of at an offsite centralized waste treatment facility (VLS Piedmont). Treated metal finishing process wastewater then commingles with the remaining facility wastestreams and the final effluent receives chemical precipitation and DAF treatment.

1.8 Type of Wastewater Discharge

☒ process wastewater ☒ stormwater

☒ domestic wastewater ☒ combined

☒ other (non-contact cooling water)

The final effluent consists of commingled metal finishing process wastewater, vehicle wash water, non-contact cooling water discharged from cooling towers and boilers, sanitary wastewater, and incidental stormwater.

1.9 Name and Address of Receiving POTW

North Bryan Water Reclamation Facility
1685 Oracal Parkway
Pembroke, Georgia 31321
Bryan County

1.10 Location and Description of the discharge (as reported by applicant)

Outfall #	Receiving POTW	Receiving POTW Permit No.	Max Receiving POTW Permitted Flow	River Basin
001	North Bryan WRF	GA0050326	5.0 MGD (Weekly Average)	Ogeechee

1.11 Receiving POTW Design Capacity: 4.0 MGD (Monthly Average)

1.12 Description of the POTW Wastewater Treatment

Wastewater Treatment: The POTW treatment process will consist of screening, grit removal, equalization tank, biological treatment (activated sludge with anaerobic and anoxic basins for nutrients removal), membrane bioreactor, chemical addition for phosphorus removal and pH/alkalinity control, UV disinfection, and post-aeration.

Solids Processing: Sludge will be held in aerobic digesters, dewatered using a belt filter press, and transported to a landfill.

North Bryan WRF operations will be conducted in three phases. Under the first phase industrial user wastewater discharges will be discharged to the North Bryan WRF's equalization basin and then conveyed to the City of Savannah's Travis Field WRF. Under the second phase industrial user wastewater discharges will be treated at the North Bryan WRF and then conveyed to the City of Savannah's Travis Field WRF. Under the third and final phase wastewater discharges will be treated by the North Bryan WRF and discharged to the Ogeechee River. The first two phases require an intergovernmental sewer service agreement between Bryan County and the City of Savannah to convey wastewater from the North Bryan WRF to the Travis Field WRF. The conditions of the intergovernmental sewer service

agreement have been included in this pretreatment permit to ensure that the industrial user's discharge does not violate the local limits established between Bryan County and the City of Savannah.

1.13 Characterization of Effluent Discharge as Reported by Applicant

The table below indicates all pollutants of concern believed present in the facility's wastewater effluent.

Outfall No. 001 – Final Effluent

Effluent Characteristics (as Reported by Applicant)	Maximum Daily Value	Average Daily Value
Flow (MGD)	0.81	0.66
BOD_5 (mg/L)	609	367
COD (mg/L)	1,220	868
Oil & Grease (mg/L)	27	8
TSS (mg/L)	25	16
Ammonia, as N (mg/L)	2.3	0.84
Total Phosphorus (mg/L)	4.37	1.94
Total Kjeldahl Nitrogen (mg/L)	39	38
Copper, Total (mg/L)	0.009	0.002
Chromium, Total (mg/L)	0.069	0.02
Nickel, Total (mg/L)	0.825	0.56
Zinc, Total (mg/L)	0.329	0.11
Chloroform (mg/L)	0.005	0.004

2.0 APPLICABLE REGULATIONS

2.1 Local Regulations

Bryan County / City of Savannah Intergovernmental Sewer Service Agreement
(*See Appendix C of this Fact Sheet*)

Bryan County Water, Wastewater, and Reclaimed Water Service Agreement
(*See Appendix D of this Fact Sheet*)

2.2 State Regulations

Chapter 391-3-6 of the Georgia Rules and Regulations for Water Quality Control

2.3 Federal Regulations

Source	Activity	Applicable Regulation
Industrial	Pretreatment	40 CFR 403
	Process Water Discharges	40 CFR 122 40 CFR 125 40 CFR 433

2.4 Industrial Effluent Limit Guideline(s)

Code of Federal Regulations, 40 CFR Part 403.
Code of Federal Regulations, 40 CFR Part 433 Subpart A, Pretreatment Standards for New Sources (PSNS)

See Appendix A For Applicable Federal Regulations

3.0 EFFLUENT LIMITS AND PERMIT CONDITIONS

3.1 Permit Development

"The national pretreatment program objectives are achieved by applying and enforcing three types of pretreatment standards:"

- General and specific prohibitions
- Categorical pretreatment standards
- Local limits

"All three types of standards can be enforced by EPA, the state, and local government, even though they are developed at different levels of government (i.e., federal, state, and local). Pretreatment standards and requirements can be expressed as numeric limits, narrative prohibitions, and best management practices."

"The control authority is responsible for identifying standard(s) applicable to each IU and applying the most stringent requirements where multiple provisions exist." EPA Guidance - *Applicability of Pretreatment Standards and Requirements* (https://www.epa.gov/npdes/pretreatment-standards-and-requirements)

"Local limits are developed for pollutants (e.g. metals, cyanide, BOD5 , TSS, oil and grease, organics) that may cause interference, pass through, sludge contamination, and/or worker health and safety problems if discharged in excess of the receiving POTW treatment plant's capabilities and/or receiving water quality standards." EPA Guidance Document – *Introduction to the National Pretreatment Program, February 1999*

Local limit considerations can be broken down into several categories consisting of: sewer use ordinances, state level local limits, POTW NPDES limits, water quality standards, and POTW inhibition.

3.2 Conventional Pollutants

Pollutants of Concern	Outfall ID	Basis
pH	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes an allowable range of 6.0 – 9.0 s.u. for pH. Effluent limitations of no less than 6.0 s.u. and no greater than 9.0 s.u. have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes an allowable range of 6.0 – 9.0 s.u. for pH. Effluent limitations of no less than 6.0 s.u. and no greater than 9.0 s.u. have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
5-Day Biochemical Oxygen Demand	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 300 mg/L and a maximum loading of 1,001 lbs/day for BOD_5. Concentration-based effluent limitations of 300 mg/L daily average and 300 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 1,001 lbs/day daily average and 1,001 lbs/day daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.

	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 300 mg/L for BOD_5. Effluent limitations of 300 mg/L daily average and 300 mg/L daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.
Total Suspended Solids	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 280 mg/L and a maximum loading of 935 lbs/day for TSS. Concentration-based effluent limitations of 280 mg/L daily average and 280 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 935 lbs/day daily average and 935 lbs/day daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 200 mg/L for TSS. Effluent limitations of 200 mg/L daily average and 200 mg/L daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.
Oil & Grease (HEM)	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 100 mg/L for oil & grease (n-hexane extractable material). Effluent limitations of 100 mg/L daily average and 100 mg/L daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.

	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 100 mg/L for oil & grease (n-hexane extractable material). Effluent limitations of 100 mg/L daily average and 100 mg/L daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.

3.3 Nonconventional Pollutants

Pollutants of Concern	Outfall ID	Basis
Chemical Oxygen Demand	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 500 mg/L and a maximum loading of 1,668 lbs/day for COD. Concentration-based effluent limitations of 500 mg/L daily average and 500 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 1,668 lbs/day daily average and 1,668 lbs/day daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 500 mg/L for COD. Effluent limitations of 500 mg/L daily average and 500 mg/L daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.
Total Dissolved Solids	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 1,500 mg/L and a maximum 30-day range of 500 mg/L for TDS. An effluent limitation of 1,500 mg/L daily

		maximum has been included in the permit. Additionally, a limit of ±Δ250 mg/L has been included in the permit. The differential is calculated by comparing the value of each individual measurement collected during the calendar month against the daily average calculated for that calendar month. A violation occurs when the differential, calculated as an individual measurement minus the daily average, exceeds the range specified by the limit.
		Categorical Limit There is no applicable federally based categorical limit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 1,500 mg/L and a maximum 30-day range of 500 mg/L for TDS. An effluent limitation of 1,500 mg/L daily maximum has been included in the permit. Additionally, a limit of ±Δ250 mg/L has been included in the permit. The differential is calculated by comparing the value of each individual measurement collected during the calendar month against the daily average calculated for that calendar month. A violation occurs when the differential, calculated as an individual measurement minus the daily average, exceeds the range specified by the limit.
		Categorical Limit There is no applicable federally based categorical limit.
Specific Conductivity	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 2,400 µS/cm and a maximum 30-day range of 800 µS/cm for specific conductivity. An effluent limitation of 2,400 µS/cm daily maximum has been included in the permit. Additionally, a limit of ±Δ400 µS/cm has been included in the permit. The differential is calculated by comparing the value of each individual measurement collected during the calendar month against the daily average calculated for that calendar month. A violation occurs when the differential, calculated as an individual measurement minus the daily average, exceeds the range specified by the limit.
		Categorical Limit There is no applicable federally based categorical limit.

	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 2,400 µS/cm and a maximum 30-day range of 800 µS/cm for specific conductivity. An effluent limitation of 2,400 µS/cm daily maximum has been included in the permit. Additionally, a limit of ±Δ400 µS/cm has been included in the permit. The differential is calculated by comparing the value of each individual measurement collected during the calendar month against the daily average calculated for that calendar month. A violation occurs when the differential, calculated as an individual measurement minus the daily average, exceeds the range specified by the limit.
		Categorical Limit There is no applicable federally based categorical limit.
Total Organic Carbon	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 200 mg/L for total organic carbon. Effluent limitations of 200 mg/L daily average and 200 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Ammonia, as N	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 32.0 mg/L and a maximum loading of 107.0 lbs/day for ammonia, as N. Concentration-based effluent limitations of 32.0 mg/L daily average and 32.0 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 107.0 lbs/day daily average and 107.0 lbs/day daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 15.0 mg/L for ammonia, as N. Effluent limitations of 15.0 mg/L daily

		average and 15.0 mg/L daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.
Total Phosphorus	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 4.0 mg/L and a maximum loading of 14.0 lbs/day for total phosphorus. Concentration-based effluent limitations of 4.0 mg/L daily average and 4.0 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 14.0 lbs/day daily average and 14.0 lbs/day daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 4.0 mg/L for total phosphorus. Effluent limitations of 4.0 mg/L daily average and 4.0 mg/L daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.
Total Residual Chlorine	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 4.0 mg/L for total residual chlorine. Effluent limitations of 4.0 mg/L daily average and 4.0 mg/L daily maximum have been included in the permit. Categorical Limit There is no applicable federally based categorical limit.
Surfactants	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 100 mg/L for surfactants. Effluent limitations of 100 mg/L daily average and 100 mg/L daily maximum have been included in the permit.

		Categorical Limit There is no applicable federally based categorical limit.
Chloride	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 250 mg/L for chloride. Effluent limitations of 250 mg/L daily average and 250 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Sulfate	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 500 mg/L for sulfate. Effluent limitations of 500 mg/L daily average and 500 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.

3.4 Toxics & Manmade Organic Compounds (126 priority pollutants and metals)

Pollutants of Concern	Outfall ID	Basis
Cyanide, Total	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 0.165 mg/L and a maximum loading of 0.551 lbs/day for cyanide, total. Concentration-based effluent limitations of 0.165 mg/L daily average and 0.165 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 0.551 lbs/day daily average and 0.551 lbs/day daily maximum have been included in the permit.
		Categorical Limit Effluent limitations of 0.65 mg/L daily average and 1.20 mg/L daily maximum are required in accordance with 40 CFR 433.17 pretreatment standards for new sources (PSNS). The more stringent local limits have been included in the permit.

	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.10 mg/L for cyanide, total. Effluent limitations of 0.10 mg/L daily average and 0.10 mg/L daily maximum have been included in the permit.
		Categorical Limit The final plant discharge consists of several different commingled wastestreams, and categorical pretreatment standards are applied at internal outfall 01A.
Cadmium, Total	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 0.008 mg/L and a maximum loading of 0.027 lbs/day for cadmium, total. Concentration-based effluent limitations of 0.008 mg/L daily average and 0.008 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 0.027 lbs/day daily average and 0.027 lbs/day daily maximum have been included in the permit.
		Categorical Limit Effluent limitations of 0.07 mg/L daily average and 0.11 mg/L daily maximum are required in accordance with 40 CFR 433.17 pretreatment standards for new sources (PSNS). The more stringent local limits have been included in the permit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.004 mg/L for cadmium, total. Effluent limitations of 0.004 mg/L daily average and 0.004 mg/L daily maximum have been included in the permit.
		Categorical Limit The final plant discharge consists of several different commingled wastestreams, and categorical pretreatment standards are applied at internal outfall 01A.

Chromium, Total	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 0.26 mg/L and a maximum loading of 0.87 lbs/day for chromium, total. Concentration-based effluent limitations of 0.26 mg/L daily average and 0.26 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 0.87 lbs/day daily average and 0.87 lbs/day daily maximum have been included in the permit.
		Categorical Limit Effluent limitations of 1.71 mg/L daily average and 2.77 mg/L daily maximum are required in accordance with 40 CFR 433.17 pretreatment standards for new sources (PSNS). The more stringent local limits have been included in the permit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.26 mg/L for chromium, total. Effluent limitations of 0.26 mg/L daily average and 0.26 mg/L daily maximum have been included in the permit.
		Categorical Limit The final plant discharge consists of several different commingled wastestreams, and categorical pretreatment standards are applied at internal outfall 01A.
Copper, Total	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 0.14 mg/L and a maximum loading of 0.47 lbs/day for copper, total. Concentration-based effluent limitations of 0.14 mg/L daily average and 0.14 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 0.47 lbs/day daily average and 0.47 lbs/day daily maximum have been included in the permit.
		Categorical Limit Effluent limitations of 2.07 mg/L daily average and 3.38 mg/L daily maximum are required in accordance with 40 CFR 433.17 pretreatment standards for new sources (PSNS). The more stringent local limits have been included in the permit.

	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.14 mg/L for copper, total. Effluent limitations of 0.14 mg/L daily average and 0.14 mg/L daily maximum have been included in the permit.
		Categorical Limit The final plant discharge consists of several different commingled wastestreams, and categorical pretreatment standards are applied at internal outfall 01A.
Lead, Total	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 0.058 mg/L and a maximum loading of 0.194 lbs/day for lead, total. Concentration-based effluent limitations of 0.058 mg/L daily average and 0.058 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 0.194 lbs/day daily average and 0.194 lbs/day daily maximum have been included in the permit.
		Categorical Limit Effluent limitations of 0.43 mg/L daily average and 0.69 mg/L daily maximum are required in accordance with 40 CFR 433.17 pretreatment standards for new sources (PSNS). The more stringent local limits have been included in the permit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.050 mg/L for lead, total. Effluent limitations of 0.050 mg/L daily average and 0.050 mg/L daily maximum have been included in the permit.
		Categorical Limit The final plant discharge consists of several different commingled wastestreams, and categorical pretreatment standards are applied at internal outfall 01A.

Nickel, Total	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 0.397 mg/L and a maximum loading of 1.325 lbs/day for nickel, total. Concentration-based effluent limitations of 0.397 mg/L daily average and 0.397 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 1.325 lbs/day daily average and 1.325 lbs/day daily maximum have been included in the permit.
		Categorical Limit Effluent limitations of 2.38 mg/L daily average and 3.98 mg/L daily maximum are required in accordance with 40 CFR 433.17 pretreatment standards for new sources (PSNS). The more stringent local limits have been included in the permit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.400 mg/L for nickel, total. Effluent limitations of 0.400 mg/L daily average and 0.400 mg/L daily maximum have been included in the permit.
		Categorical Limit The final plant discharge consists of several different commingled wastestreams, and categorical pretreatment standards are applied at internal outfall 01A.
Silver, Total	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 0.11 mg/L and a maximum loading of 0.37 lbs/day for silver, total. Concentration-based effluent limitations of 0.11 mg/L daily average and 0.11 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 0.37 lbs/day daily average and 0.37 lbs/day daily maximum have been included in the permit.
		Categorical Limit Effluent limitations of 0.24 mg/L daily average and 0.43 mg/L daily maximum are required in accordance with 40 CFR 433.17 pretreatment standards for new sources (PSNS). The more stringent local limits have been included in the permit.

	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.11 mg/L for silver, total. Effluent limitations of 0.11 mg/L daily average and 0.11 mg/L daily maximum have been included in the permit.
		Categorical Limit The final plant discharge consists of several different commingled wastestreams, and categorical pretreatment standards are applied at internal outfall 01A.
Zinc, Total	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 0.274 mg/L and a maximum loading of 0.915 lbs/day for zinc, total. Concentration-based effluent limitations of 0.274 mg/L daily average and 0.274 mg/L daily maximum have been included in the permit. Additionally, mass-based effluent limitations of 0.915 lbs/day daily average and 0.915 lbs/day daily maximum have been included in the permit.
		Categorical Limit Effluent limitations of 1.48 mg/L daily average and 2.61 mg/L daily maximum are required in accordance with 40 CFR 433.17 pretreatment standards for new sources (PSNS). The more stringent local limits have been included in the permit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.30 mg/L for zinc, total. Effluent limitations of 0.30 mg/L daily average and 0.30 mg/L daily maximum have been included in the permit.
		Categorical Limit The final plant discharge consists of several different commingled wastestreams, and categorical pretreatment standards are applied at internal outfall 01A.

Arsenic, Total	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.077 mg/L for arsenic, total. Effluent limitations of 0.077 mg/L daily average and 0.077 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Mercury, Total	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.002 mg/L for mercury, total. Effluent limitations of 0.002 mg/L daily average and 0.002 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Selenium, Total	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.06 mg/L for selenium, total. Effluent limitations of 0.06 mg/L daily average and 0.06 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Molybdenum, Total	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.043 mg/L for molybdenum, total. Effluent limitations of 0.043 mg/L daily average and 0.043 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Total PAH	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.10 mg/L for Total PAH. Effluent limitations of 0.10 mg/L daily average and 0.10 mg/L daily maximum have been included in the permit.

		Categorical Limit There is no applicable federally based categorical limit.
Total Phenol	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 1.00 mg/L for total phenol. Effluent limitations of 1.00 mg/L daily average and 1.00 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Benzene	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.01 mg/L for benzene. Effluent limitations of 0.01 mg/L daily average and 0.01 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Ethylbenzene	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.30 mg/L for ethylbenzene. Effluent limitations of 0.30 mg/L daily average and 0.30 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Xylene	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.50 mg/L for xylene. Effluent limitations of 0.50 mg/L daily average and 0.50 mg/L daily maximum have been included in the permit.
		Categorical Limit There is no applicable federally based categorical limit.
Toluene	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 0.70 mg/L for toluene. Effluent limitations of 0.70 mg/L daily average and 0.70 mg/L daily maximum have been included in the permit.

		Categorical Limit There is no applicable federally based categorical limit.
Total Toxic Organics	01A	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes constituent threshold values applicable to the categorical process wastewater generated by significant industrial users. This agreement establishes a maximum concentration of 2.13 mg/L and a maximum loading of 7.11 lbs/day for TTOs. A concentration-based effluent limitation of 2.13 mg/L daily maximum has been included in the permit. Additionally, a mass-based effluent limitation of 7.11 lbs/day daily maximum has been included in the permit.
		Categorical Limit An effluent limitation of 2.13 mg/L daily maximum is required in accordance with 40 CFR 433.17 pretreatment standards for new sources (PSNS) and has been included in the permit.
	001	Local Limit The Bryan County/City of Savannah Intergovernmental Sewer Service Agreement establishes a maximum concentration of 2.13 mg/L for TTOs. An effluent limitation of 2.13 mg/L daily maximum has been included in the permit.
		Categorical Limit The final plant discharge consists of several different commingled wastestreams, and categorical pretreatment standards are applied at internal outfall 01A.

3.5 Comparison and Summary of Limits

The highlighted limits shown below indicate the most stringent allowable limits for the permit based on all pretreatment standards.

Pollutant	Categorical[(1)]	SUO	Sludge Regulations[(2)]	POTW NPDES-Based Limit	WQS[(3)]	POTW Inhibition
pH	None	6.0 – 9.0 s.u.	N/A	N/A	--	N/A
BOD_5	None	300 mg/L	N/A	1,333 mg/L	N/A	N/A
TSS	None	200 mg/L	N/A	1,000 mg/L	N/A	N/A

Oil & Grease (HEM)	None	100 mg/L	N/A	N/A	N/A	N/A
COD	None	500 mg/L	N/A	N/A	N/A	N/A
TDS	None	±Δ250 mg/L / 1,500 mg/L	N/A	N/A	N/A	N/A
Specific Conductivity	None	±Δ400 µS/cm / 2,400 µS/cm	N/A	N/A	N/A	N/A
Total Organic Carbon	None	200 mg/L	N/A	N/A	N/A	N/A
Ammonia, as N	None	15.0 mg/L	N/A	88.9 mg/L	N/A	384 mg/L
Total Phosphorus	None	4.0 mg/L	N/A	24.3 mg/L	N/A	N/A
Total Residual Chlorine	None	4.0 mg/L	N/A	N/A	7.77 mg/L	N/A
Surfactants	None	100 mg/L	N/A	N/A	N/A	376 mg/L
Chloride	None	250 mg/L	N/A	N/A	N/A	678 mg/L
Sulfate	None	500 mg/L	N/A	N/A	N/A	N/A
Cyanide, Total	0.65/1.20	0.10 mg/L	N/A	N/A	1.16 mg/L	0.212 mg/L
Cadmium, Total	0.07/0.11	0.004 mg/L	N/A	N/A	0.151 mg/L	4.40 mg/L
Chromium, Total	1.71/2.77	0.26 mg/L	N/A	N/A	36.8 mg/L	5.03 mg/L
Copper, Total	2.07/3.38	0.14 mg/L	N/A	N/A	2.61 mg/L	0.826 mg/L
Lead, Total	0.43/0.69	0.050 mg/L	N/A	N/A	0.166 mg/L	4.61 mg/L
Nickel, Total	2.38/3.98	0.400 mg/L	N/A	N/A	3.36 mg/L	1.45 mg/L
Silver, Total	0.24/0.43	0.11 mg/L	N/A	N/A	N/A	N/A
Zinc, Total	1.48/2.61	0.30 mg/L	N/A	N/A	31.0 mg/L	0.578 mg/L
Arsenic, Total	None	0.077 mg/L	N/A	N/A	36.5 mg/L	0.351 mg/L
Mercury, Total	None	0.002 mg/L	N/A	N/A	0.002 mg/L	0.411 mg/L
Selenium, Total	None	0.06 mg/L	N/A	N/A	0.707 mg/L	N/A
Molybdenum, Total	None	0.043 mg/L	N/A	N/A	N/A	N/A
Total PAH	None	0.10 mg/L	N/A	N/A	N/A	N/A

Total Phenol	None	1.00 mg/L	N/A	N/A	212 mg/L	151 mg/L
Benzene	None	0.01 mg/L	N/A	N/A	18.0 mg/L	502 mg/L
Ethylbenzene	None	0.30 mg/L	N/A	N/A	1,349 mg/L	865 mg/L
Xylene	None	0.50 mg/L	N/A	N/A	N/A	N/A
Toluene	None	0.70 mg/L	N/A	N/A	7,044 mg/L	753 mg/L
Total Toxic Organics	2.13 mg/L	2.13 mg/L	N/A	N/A	N/A	N/A

(1) Categorical pretreatment standards are applicable to internal outfall 01A.
(2) The North Bryan WRF will haul its sludge to a landfill; hence sludge criteria don't apply.
(3) There are no numerical water quality standards for the pollutants marked as N/A.

3.6 Example Limit Calculations

An example calculation for each standard that required consideration has been included below. Complete results can be found in Appendix B – Local Limits Evaluation.

3.6.a. NPDES Permit Limit Calculations

$$Total\ Phosphorus\ MAHL\left(\frac{lbs}{day}\right) = \frac{8.34 \times NPDES\ Limit\left(\frac{mg}{L}\right) \times POTW\ Flow(MGD)}{1 - \frac{POTW\ Removal\ Efficiency(\%)}{100}}$$

$$Total\ Phosphorus\ MAHL\ \left(\frac{lbs}{day}\right) = \frac{8.34 \times 0.30\left(\frac{mg}{L}\right) \times 4.0(MGD)}{1 - \frac{95.8\%}{100}}$$

$$Total\ Phosphorus\ MAHL\left(\frac{lbs}{day}\right) = 238$$

$$Total\ Phosphorus\ MAIL\left(\frac{lbs}{day}\right) = MAHL\left(\frac{lbs}{day}\right) \times \left(1 - \frac{Safety\ Factor(\%)}{100}\right) - Dom.|Com.\ Load\left(\frac{lbs}{day}\right)$$

$$Total\ Phosphorus\ MAIL\left(\frac{lbs}{day}\right) = 238\left(\frac{lbs}{day}\right) \times \left(1 - \frac{20\%}{100}\right) - 18.4\left(\frac{lbs}{day}\right)$$

$$Total\ Phosphorus\ MAIL\left(\frac{lbs}{day}\right) = 172$$

$$Total\ Phosphorus\ Local\ Limit\left(\frac{mg}{L}\right) = \frac{MAIL\ \left(\frac{lbs}{day}\right)}{8.34 \times IU\ Pollutant\ Flow(MGD)}$$

$$Total\ Phosphorus\ Local\ Limit\left(\frac{mg}{L}\right) = \frac{172\ \left(\frac{lbs}{day}\right)}{8.34 \times 0.85\ (MGD)}$$

$$Total\ Phosphorus\ Local\ Limit\left(\frac{mg}{L}\right) = 24.3 \text{ (Not Most Stringent Value)}$$

3.6.b. Acute Water Quality Standard Calculations

$$Zinc\ MAHL\left(\frac{lbs}{day}\right) = \frac{8.34 \times Acute\ WQS\left(\frac{mg}{L}\right) \times \left(POTW\ Flow(MGD) + 1Q10(MGD)\right)}{1 - \frac{POTW\ Removal\ Efficiency(\%)}{100}}$$

$$Zinc\ MAHL\left(\frac{lbs}{day}\right) = \frac{8.34 \times 0.099\left(\frac{mg}{L}\right) \times 71.9\ (MGD)}{1 - \frac{79\%}{100}}$$

$$Zinc\ MAHL\left(\frac{lbs}{day}\right) = 283$$

$$Zinc\ MAIL\left(\frac{lbs}{day}\right) = MAHL\left(\frac{lbs}{day}\right) \times \left(1 - \frac{Safety\ Factor(\%)}{100}\right) - Dom.|Com.Load\left(\frac{lbs}{day}\right)$$

$$Zinc\ MAIL\left(\frac{lbs}{day}\right) = 283\left(\frac{lbs}{day}\right) \times \left(1 - \frac{20\%}{100}\right) - 6.07\left(\frac{lbs}{day}\right)$$

$$Zinc\ MAIL\left(\frac{lbs}{day}\right) = 220$$

$$Zinc\ Local\ Limit\left(\frac{mg}{L}\right) = \frac{MAIL\ \left(\frac{lbs}{day}\right)}{8.34 \times IU\ Pollutant\ Flow(MGD)}$$

$$Zinc\ Local\ Limit\left(\frac{mg}{L}\right) = \frac{220\ \left(\frac{lbs}{day}\right)}{8.34 \times 0.85\ (MGD)}$$

$$Zinc\ Local\ Limit\left(\frac{mg}{L}\right) = 31.0 \text{ (Not Most Stringent Value)}$$

3.6.c. Chronic Water Quality Standard Calculations

$$Zinc\ MAHL\left(\frac{lbs}{day}\right) = \frac{8.34 \times Chronic\ WQS\left(\frac{mg}{L}\right) \times \left(POTW\ Flow(MGD) + 7Q10(MGD)\right)}{1 - \frac{POTW\ Removal\ Efficiency(\%)}{100}}$$

$$Zinc\ MAHL\left(\frac{lbs}{day}\right) = \frac{8.34 \times 0.10\left(\frac{mg}{L}\right) \times 75.1\ (MGD)}{1 - \frac{79\%}{100}}$$

$$Zinc\ MAHL\left(\frac{lbs}{day}\right) = 298$$

$$Zinc\ MAIL\left(\frac{lbs}{day}\right) = MAHL\left(\frac{lbs}{day}\right) \times \left(1 - \frac{Safety\ Factor(\%)}{100}\right) - Dom.|Com.Load\left(\frac{lbs}{day}\right)$$

$$Zinc\ MAIL\left(\frac{lbs}{day}\right) = 298\left(\frac{lbs}{day}\right) \times \left(1 - \frac{20\%}{100}\right) - 6.07\left(\frac{lbs}{day}\right)$$

$$Zinc\ MAIL\left(\frac{lbs}{day}\right) = 233$$

$$Zinc\ Local\ Limit\left(\frac{mg}{L}\right) = \frac{MAIL\ \left(\frac{lbs}{day}\right)}{8.34 \times IU\ Pollutant\ Flow(MGD)}$$

$$Zinc\ Local\ Limit\left(\frac{mg}{L}\right) = \frac{233\ \left(\frac{lbs}{day}\right)}{8.34 \times 0.85\ (MGD)}$$

$Zinc\ Local\ Limit\left(\frac{mg}{L}\right) = 32.8$ (Not Most Stringent Value)

3.6.d. POTW Inhibition Calculations

$$Zinc\ MAHL\left(\frac{lbs}{day}\right) = \frac{8.34 \times Inhibition\ Level\left(\frac{mg}{L}\right) \times POTW\ Flow(MGD)}{1 - \frac{POTW\ Removal\ Efficiency(\%)}{100}}$$

$$Zinc\ MAHL\left(\frac{lbs}{day}\right) = \frac{8.34 \times 0.3\left(\frac{mg}{L}\right) \times 4.0(MGD)}{1 - \frac{27\%}{100}}$$

$$Zinc\ MAHL\left(\frac{lbs}{day}\right) = 13.7$$

$$Zinc\ MAIL\left(\frac{lbs}{day}\right) = MAHL\left(\frac{lbs}{day}\right) \times \left(1 - \frac{Safety\ Factor(\%)}{100}\right) - Dom.|Com.Load\left(\frac{lbs}{day}\right)$$

$$Zinc\ MAIL\left(\frac{lbs}{day}\right) = 13.7\left(\frac{lbs}{day}\right) \times \left(1 - \frac{20\%}{100}\right) - 6.07\left(\frac{lbs}{day}\right)$$

$$Zinc\ MAIL\left(\frac{lbs}{day}\right) = 4.90$$

$$Zinc\ Local\ Limit\left(\frac{mg}{L}\right) = \frac{MAIL\ \left(\frac{lbs}{day}\right)}{8.34 \times IU\ Pollutant\ Flow(MGD)}$$

$$Zinc\ Local\ Limit\left(\frac{mg}{L}\right) = \frac{4.90\ \left(\frac{lbs}{day}\right)}{8.34 \times 0.85\ (MGD)}$$

$$Zinc\ Local\ Limit\left(\frac{mg}{L}\right) = 0.691 \text{ (Not Most Stringent Value)}$$

4.0 OTHER PERMIT REQUIREMENTS AND CONSIDERATIONS

4.1 Anti-Backsliding

N/A – This is the first pretreatment permit issuance for the facility.

4.2 Compliance Schedules

The permittee must start-up all pollution control equipment required to meet the conditions of its permit before beginning to discharge and must meet all permit conditions within the shortest feasible time, which may not exceed 90 days.

4.3 Special Conditions

4.3.1 Characteristics of Discharge

No later than 90 days from the commencement of discharge, the permittee must complete and submit to EPD Section XI (Characteristics of Discharge) of the pretreatment permit application form.

4.3.2 Priority Pollutant Scans

The permittee must conduct a semiannual priority pollutant scan on the final effluent. Priority pollutants are defined at 40 CFR 423 – Appendix A. Monitoring shall be conducted in accordance with the conditions established in Part I.B of the permit.

5.0 REPORTING

The facility has been assigned to the following EPD office for reporting, compliance and enforcement.

Georgia Environmental Protection Division
Coastal District (Brunswick) Office
1050 Canal Road
Brunswick, Georgia 31525

5.1 E-Reporting

The permittee is required to electronically submit documents in accordance with 40 CFR Part 127.

6.0 REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

Not applicable

7.0 PERMIT EXPIRATION

The permit will expire five years from the effective date.

8.0 PROCEDURES FOR THE FORMULATION OF FINAL DETERMINATIONS

8.1 Comment Period

The Georgia Environmental Protection Division (EPD) proposes to issue a permit to this applicant subject to the effluent limitations and special conditions outlined above. These determinations are tentative.

Georgia Environmental Protection Division
Wastewater Regulatory Program
2 Martin Luther King Jr. Drive
Suite 1470A East
Atlanta, Georgia 30334

The permit application, draft permit, and other information are available for review at 2 Martin Luther King Jr. Drive, Suite 1470A East, Atlanta, Georgia 30334, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. For additional information, you can contact 404-463-1511.

8.2 Public Comments

Persons wishing to comment upon or object to the proposed determinations are invited to submit same in writing to the EPD address above, or via e-mail at *EPDcomments@dnr.ga.gov* within 30 days of the initiation of the public comment period. All comments received prior to that date will be considered in the formulation of final determinations regarding the application. The permit number should be placed on the top of the first page of comments to ensure that your comments will be forwarded to the appropriate staff.

8.3 Public Hearing

Any applicant, affected state or interstate agency, the Regional Administrator of the U.S. Environmental Protection Agency (EPA) or any other interested agency, person or group of persons may request a public hearing with respect to an NPDES permit application if such request is filed within thirty (30) days following the date of the public notice for such application. Such request must indicate the interest of the party filing the request, the reasons why a hearing is requested, and those specific portions of the application or other NPDES form or information to be considered at the public hearing.

The Director shall hold a hearing if he determines that there is sufficient public interest in holding such a hearing. If a public hearing is held, notice of same shall be provided at least thirty (30) days in advance of the hearing date.

In the event that a public hearing is held, both oral and written comments will be accepted; however, for the accuracy of the record, written comments are encouraged. The Director or a designee reserves the right to fix reasonable limits on the time allowed for oral statements and such other procedural requirements, as deemed appropriate.

Following a public hearing, the Director, unless it is decided to deny the permit, may make such modifications in the terms and conditions of the proposed permit as may be appropriate and shall issue the permit.

If no public hearing is held, and, after review of the written comments received, the Director determines that a permit should be issued and that the determinations as set forth in the proposed permit are substantially unchanged, the permit will be issued and will become final in the absence of a request for a contested hearing. Notice of issuance or denial will be made available to all interested persons and those persons that submitted written comments to the Director on the proposed permit.

If no public hearing is held, but the Director determines, after a review of the written comments received, that a permit should be issued but that substantial changes in the proposed permit are warranted, public notice of the revised determinations will be given and written comments accepted in the same manner as the initial notice of application was given and written comments accepted pursuant to EPD Rules, Water Quality Control, subparagraph 391-3-6-.08(7)(b). The Director shall provide an opportunity for public hearing on the

revised determinations. Such opportunity for public hearing and the issuance or denial of a permit thereafter shall be in accordance with the procedures as are set forth above.

8.4 Final Determination

At the time that any final permit decision is made, the Director shall issue a response to comments. The issued permit and responses to comments can be found at the following address:

http://epd.georgia.gov/watershed-protection-branch-permit-and-public-comments-clearinghouse-0

8.5 Contested Hearings

Any person who is aggrieved or adversely affected by the issuance or denial of a permit by the Director of EPD may petition the Director for a hearing if such petition is filed in the office of the Director within thirty (30) days from the date of notice of such permit issuance or denial. Such hearing shall be held in accordance with the EPD Rules, Water Quality Control, subparagraph 391-3-6-.01.

Petitions for a contested hearing must include the following:

1. The name and address of the petitioner;
2. The grounds under which petitioner alleges to be aggrieved or adversely affected by the issuance or denial of a permit;
3. The reason or reasons why petitioner takes issue with the action of the Director;
4. All other matters asserted by petitioner which are relevant to the action in question.

APPENDIX A – Applicable Federal Regulations

(a) Facilities that further process no more than 7 million pounds per year (in units of finished product) must achieve the following performance standards:

PERFORMANCE STANDARDS
[NSPS]

Regulated parameter	Maximum daily [1]	Maximum monthly avg. [1]
Ammonia (as N)	8.0	4.0
BOD_5	26	16
Fecal Coliform	([2])	([3])
O&G (as HEM)	14	8.0
TSS	30	20

[1] mg/L (ppm).
[2] Maximum of 400 MPN or CFU per 100 mL at any time.
[3] No maximum monthly average limitation.

(b) Facilities that further process more than 7 million pounds per year (in units of finished product) must achieve the following performance standards:

EFFLUENT LIMITATIONS
[NSPS]

Regulated parameter	Maximum daily [1]	Maximum monthly avg. [1]
Ammonia (as N)	8.0	4.0
BOD_5	26	16
Fecal Coliform	([2])	([3])
O&G (as HEM)	14	8.0
TSS	30	20
Total Nitrogen	147	103

[1] mg/L (ppm).
[2] Maximum of 400 MPN or CFU per 100 mL at any time.
[3] No maximum monthly average limitation.

§ 432.126 Pretreatment standards for new sources (PSNS). [Reserved]

§ 432.127 Effluent limitations attainable by the application of the best control technology for conventional pollutants (BCT).

Except as provided in 40 CFR 125.30 through 125.32, any existing point source subject to this subpart must achieve the following effluent limitations representing the application of BCT: Limitations for BOD_5, TSS, O&G (as HEM), and fecal coliform are the same as the corresponding limitation specified in § 432.122.

PART 433—METAL FINISHING POINT SOURCE CATEGORY

Subpart A—Metal Finishing Subcategory

Sec.

Subpart B [Reserved]

AUTHORITY: Secs. 301, 304(b), (c), (e), and (g), 306(b) and (c), 307(b) and (c), 308 and 501 of the Clean Water Act (the Federal Water Pollution Control Act Amendments of 1971, as amended by the Clean Water Act of 1977) (the ''Act''); 33 U.S.C. 1311, 1314(b) (c), (e), and (g), 1316(b) and (c), 1317(b) and (c), 1318 and 1361; 86 Stat. 816, Pub. L. 92–500; 91 Stat. 1567, Pub. L. 95–217.

SOURCE: 48 FR 32485, July 15, 1983, unless otherwise noted.

Subpart A—Metal Finishing Subcategory

§ 433.10 Applicability; description of the metal finishing point source category.

(a) Except as noted in paragraphs (b) and (c), of this section, the provisions of this subpart apply to plants which perform any of the following six metal finishing operations on any basis material: Electroplating, Electroless Plating, Anodizing, Coating (chromating, phosphating, and coloring), Chemical Etching and Milling, and Printed Circuit Board Manufacture. If any of those six operations are present, then this part applies to discharges from those operations and also to discharges from any of the following 40 process operations: Cleaning, Machining, Grinding,

Polishing, Tumbling, Burnishing, Impact Deformation, Pressure Deformation, Shearing, Heat Treating, Thermal Cutting, Welding, Brazing, Soldering, Flame Spraying, Sand Blasting, Other Abrasive Jet Machining, Electric Discharge Machining, Electrochemical Machining, Electron Beam Machining, Laser Beam Machining, Plasma Arc Machining, Ultrasonic Machining, Sintering, Laminating, Hot Dip Coating, Sputtering, Vapor Plating, Thermal Infusion, Salt Bath Descaling, Solvent Degreasing, Paint Stripping, Painting, Electrostatic Painting, Electropainting, Vacuum Metalizing, Assembly, Calibration, Testing, and Mechanical Plating.

(b) In some cases effluent limitations and standards for the following industrial categories may be effective and applicable to wastewater discharges from the metal finishing operations listed above. In such cases these part 433 limits shall not apply and the following regulations shall apply:

Nonferrous metal smelting and refining (40 CFR part 421)
Coil coating (40 CFR part 465)
Porcelain enameling (40 CFR part 466)
Battery manufacturing (40 CFR part 461)
Iron and steel (40 CFR part 420)
Metal casting foundries (40 CFR part 464)
Aluminum forming (40 CFR part 467)
Copper forming (40 CFR part 468)
Plastic molding and forming (40 CFR part 463)
Nonferrous forming (40 CFR part 471)
Electrical and electronic components (40 CFR part 469)

(c) This part does not apply to:

(1) Metallic platemaking and gravure cylinder preparation conducted within or for printing and publishing facilities; and

(2) Existing indirect discharging job shops and independent printed circuit board manufacturers which are covered by 40 CFR part 413.)

[48 FR 32485, July 15, 1983; 48 FR 43682, Sept. 26, 1983; 48 FR 45105, Oct. 3, 1983; 51 FR 40421, Nov. 7, 1986]

§ 433.11 Specialized definitions.

The definitions set forth in 40 CFR part 401 and the chemical analysis methods set forth in 40 CFR part 136 are both incorporated here by reference. In addition, the following definitions apply to this part:

(a) The term ''T'', as in ''Cyanide, T'', shall mean total.

(b) The term ''A'', as in ''Cyanide A'', shall mean amenable to alkaline chlorination.

(c) The term ''job shop'' shall mean a facility which owns not more than 50% (annual area basis) of the materials undergoing metal finishing.

(d) The term ''independent'' printed circuit board manufacturer shall mean a facility which manufacturers printed circuit boards principally for sale to other companies.

(e) The term ''TTO'' shall mean total toxic organics, which is the summation of all quantifiable values greater than .01 milligrams per liter for the following toxic organics:

Acenaphthene
Acrolein
Acrylonitrile
Benzene
Benzidine
Carbon tetrachloride (tetrachloromethane)
Chlorobenzene
1,2,4-Trichlorobenzene
Hexachlorobenzene
1,2,-Dichloroethane
1,1,1-Trichloroethane
Hexachloroethane
1,1-Dichloroethane
1,1,2-Trichloroethane
1,1,2,2-Tetrachloroethane
Chloroethane
Bis (2-chloroethyl) ether
2-Chloroethyl vinyl ether (mixed)
2-Chloronaphthalene
2,4,6-Trichlorophenol
Parachlorometa cresol
Chloroform (trichloromethane)
2-Chlorophenol
1,2-Dichlorobenzene
1,3-Dichlorobenzene
1,4-Dichlorobenzene
3,3-Dichlorobenzidine
1,1-Dichloroethylene
1,2-Trans-dichloroethylene
2,4-Dichlorophenol
1,2-Dichloropropane
1,3-Dichloropropylene (1,3-dichloropropene)
2,4-Dimethylphenol
2,4-Dinitrotoluene
2,6-Dinitrotoluene
1,2-Diphenylhydrazine
Ethylbenzene
Fluoranthene
4-Chlorophenyl phenyl ether
4-Bromophenyl phenyl ether
Bis (2-chloroisopropyl) ether
Bis (2-chloroethoxy) methane
Methylene chloride (dichloromethane)
Methyl chloride (chloromethane)
Methyl bromide (bromomethane)

Bromoform (tribromomethane)
Dichlorobromomethane
Chlorodibromomethane
Hexachlorobutadiene
Hexachlorocyclopentadiene
Isophorone
Naphthalene
Nitrobenzene
2-Nitrophenol
4-Nitrophenol
2,4-Dinitrophenol
4,6-Dinitro-o-cresol
N-nitrosodimethylamine
N-nitrosodiphenylamine
N-nitrosodi-n-propylamine
Pentachlorophenol
Phenol
Bis (2-ethylhexyl) phthalate
Butyl benzyl phthalate
Di-n-butyl phthalate
Di-n-octyl phthalate
Diethyl phthalate
Dimethyl phthalate
1,2-Benzanthracene (benzo(a)anthracene)
Benzo(a)pyrene (3,4-benzopyrene)
3,4-Benzofluoranthene (benzo(b)fluoranthene)
11,12-Benzofluoranthene (benzo(k)fluoranthene)
Chrysene
Acenaphthylene
Anthracene
1,12-Benzoperylene (benzo(ghi)perylene)
Fluorene
Phenanthrene
1,2,5,6-Dibenzanthracene (dibenzo(a,h)anthracene)
Indeno(1,2,3-cd) pyrene (2,3-o-phenlene pyrene)
Pyrene
Tetrachloroethylene
Toluene
Trichloroethylene
Vinyl chloride (chloroethylene)
Aldrin
Dieldrin
Chlordane (technical mixture and metabolites)
4,4-DDT
4,4-DDE (p,p-DDX)
4,4-DDD (p,p-TDE)
Alpha-endosulfan
Beta-endosulfan
Endosulfan sulfate
Endrin
Endrin aldehyde
Heptachlor
Heptachlor epoxide
(BHC-hexachlorocyclohexane)
Alpha-BHC
Beta-BHC
Gamma-BHC
Delta-BHC
(PCB-polychlorinated biphenyls)
PCB-1242 (Arochlor 1242)
PCB-1254 (Arochlor 1254)
PCB-1221 (Arochlor 1221)
PCB-1232 (Arochlor 1232)
PCB-1248 (Arochlor 1248)
PCB-1260 (Arochlor 1260)
PCB-1016 (Arochlor 1016)
Toxaphene
2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)

[48 FR 32485, July 15, 1983; 48 FR 43682, Sept. 26, 1983, as amended at 51 FR 40421, Nov. 7, 1986]

§ 433.12 Monitoring requirements.

(a) In lieu of requiring monitoring for TTO, the permitting authority (or, in the case of indirect dischargers, the control authority) may allow dischargers to make the following certification statement: ''Based on my inquiry of the person or persons directly responsible for managing compliance with the permit limitation [or pretreatment standard] for total toxic organics (TTO), I certify that, to the best of my knowledge and belief, no dumping of concentrated toxic organics into the wastewaters has occurred since filing of the last discharge monitoring report. I further certify that this facility is implementing the toxic organic management plan submitted to the permitting [or control] authority.'' For direct dischargers, this statement is to be included as a ''comment'' on the Discharge Monitoring Report required by 40 CFR 122.44(i), formerly 40 CFR 122.62(i). For indirect dischargers, the statement is to be included as a comment to the periodic reports required by 40 CFR 403.12(e). If monitoring is necessary to measure compliance with the TTO standard, the industrial discharger need analyse for only those pollutants which would reasonably be expected to be present.

(b) In requesting the certification alternative, a discharger shall submit a solvent management plan that specifies to the satisfaction of the permitting authority (or, in the case of indirect dischargers, the control authority) the toxic organic compounds used; the method of disposal used instead of dumping, such as reclamation, contract hauling, or incineration; and procedures for ensuring that toxic organics do not routinely spill or leak into the wastewater. For direct dischargers, the permitting authority shall incorporate the plan as a provision of the permit.

(c) Self-monitoring for cyanide must be conducted after cyanide treatment and before dilution with other streams. Alternatively, samples may be taken of the final effluent, if the plant limitations are adjusted based on the dilution ratio of the cyanide waste stream flow to the effluent flow.

(Approved by the Office of Management and Budget under control number 2040–0074)

[48 FR 32485, July 15, 1983; 48 FR 43682, Sept. 26, 1983, as amended at 49 FR 34823, Sept. 4, 1984]

§ 433.13 Effluent limitations representing the degree of effluent reduction attainable by applying the best practicable control technology currently available (BPT).

(a) Except as provided in 40 CFR 125.30 through 125.32, any existing point source subject to this subpart must achieve the following effluent limitations representing the degree of effluent reduction attainable by applying the best practicable control technology currently available (BPT):

BPT EFFLUENT LIMITATIONS

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cadmium (T)	0.69	0.26
Chromium (T)	2.77	1.71
Copper (T)	3.38	2.07
Lead (T)	0.69	0.43
Nickel (T)	3.98	2.38
Silver (T)	0.43	0.24
Zinc (T)	2.61	1.48
Cyanide (T)	1.20	0.65
TTO	2.13	.....
Oil & Grease	52	26
TSS	60	31
pH	(1)	(1)

[1] Within 6.0 to 9.0.

(b) Alternatively, for industrial facilities with cyanide treatment, and upon agreement between a source subject to those limits and the pollution control authority, the following amenable cyanide limit may apply in place of the total cyanide limit specified in paragraph (a) of this section:

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cyanide (A)	0.86	0.32

(c) No user subject to the provisions of this subpart shall augment the use of process wastewater or otherwise dilute the wastewater as a partial or total substitute for adequate treatment to achieve compliance with this limitation.

§ 433.14 Effluent limitations representing the degree of effluent reduction attainable by applying the best available technology economically achievable (BAT).

(a) Except as provided in 40 CFR 125.30 through 125.32, any existing point source subject to this subpart must achieve the following effluent limitations representing the degree of effluent reduction attainable by applying the best available technology economically achievable (BAT):

BAT EFFLUENT LIMITATIONS

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cadmium (T)	0.69	0.26
Chromium (T)	2.77	1.71
Copper (T)	3.38	2.07
Lead (T)	0.69	0.43
Nickel (T)	3.98	2.38
Silver (T)	0.43	0.24
Zinc (T)	2.61	1.48
Cyanide (T)	1.20	0.65
TTO	2.13	.....

(b) Alternatively, for industrial facilities with cyanide treatment, and upon agreement between a source subject to those limits and the pollution control authority, the following amenable cyanide limit may apply in place of the total cyanide limit specified in paragraph (a) of this section:

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cyanide (A)	0.86	0.32

(c) No user subject to the provisions of this subpart shall augment the use of process wastewater or otherwise dilute the wastewater as a partial or total substitute for adequate treatment to achieve compliance with this limitation.

§ 433.15 Pretreatment standards for existing sources (PSES).

(a) Except as provided in 40 CFR 403.7 and 403.13, any existing source subject to this subpart that introduces pollutants into a publicly owned treatment works must comply with 40 CFR part 403 and achieve the following pretreatment standards for existing sources (PSES):

PSES FOR ALL PLANTS EXCEPT JOB SHOPS AND INDEPENDENT PRINTED CIRCUIT BOARD MANUFACTURERS

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cadmium (T)	0.69	0.26
Chromium (T)	2.77	1.71
Copper (T)	3.38	2.07
Lead (T)	0.69	0.43
Nickel (T)	3.98	2.38
Silver (T)	0.43	0.24
Zinc (T)	2.61	1.48
Cyanide (T)	1.20	0.65
TTO	2.13	

(b) Alternatively, for industrial facilities with cyanide treatment, upon agreement between a source subject to those limits and the pollution control authority. The following amenable cyanide limit may apply in place of the total cyanide limit specified in paragraph (a) of this section:

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cyanide (A)	0.86	0.32

(c) No user introducing wastewater pollutants into a publicly owned treatment works under the provisions of this subpart shall augment the use of process wastewater as a partial or total substitute for adequate treatment to achieve compliance with this standard.

(d) An existing source submitting a certification in lieu of monitoring pursuant to § 433.12 (a) and (b) of this regulation must implement the toxic organic management plan approved by the control authority.

(e) An existing source subject to this subpart shall comply with a daily maximum pretreatment standard for TTO of 4.57 mg/l.

(f) Compliance with the provisions of paragraph (c), (d), and (e) of this section shall be achieved as soon as possible, but not later than June 30, 1984, however metal finishing facilities which are also covered by part 420 (iron and steel) need not comply before July 10, 1985. Compliance with the provisions of paragraphs (a) and (b) of this section shall be achieved as soon as possible, but not later than February 15, 1986.

[48 FR 32485, July 15, 1983, as amended at 48 FR 41410, Sept. 15, 1983; 48 FR 43682, Sept. 26, 1983]

§ 433.16 New source performance standards (NSPS).

(a) Any new source subject to this subpart must achieve the following performance standards:

NSPS

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cadmium (T)	0.11	0.07
Chromium (T)	2.77	1.71
Copper (T)	3.38	2.07
Lead (T)	0.69	0.43
Nickel (T)	3.98	2.38
Silver (T)	0.43	0.24
Zinc (T)	2.61	1.48
Cyanide (T)	1.20	0.65
TTO	2.13	
Oil and Grease	52	26
TSS	60	31
pH	[1]	[1]

[1] Within 6.0 to 9.0.

(b) Alternatively, for industrial facilities with cyanide treatment, and upon agreement between a source subject to those limits and the pollution control authority, the following amenable cyanide limit may apply in place of the total cyanide limit specified in paragraph (a) of this section:

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cyanide (A)	0.86	0.32

(c) No user subject to the provisions of this subpart shall augment the use of process wastewater or otherwise dilute the wastewater as a partial or

total substitute for adequate treatment to achieve compliance with this limitation.

[48 FR 32485, July 15, 1983; 48 FR 43682, Sept. 26, 1983]

§ 433.17 Pretreatment standards for new sources (PSNS).

(a) Except as provided in 40 CFR 403.7, any new source subject to this subpart that introduces pollutants into a publicly owned treatment works must comply with 40 CFR part 403 and achieve the following pretreatment standards for new sources (PSNS):

PSNS

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cadmium (T)	0.11	0.07
Chromium (T)	2.77	1.71
Copper (T)	3.38	2.07
Lead (T)	0.69	0.43
Nickel (T)	3.98	2.38
Silver (T)	0.43	0.24
Zinc (T)	2.61	1.48
Cyanide (T)	1.20	0.65
TTO	2.13	.....

(b) Alternatively, for industrial facilities with cyanide treatment, and upon agreement between a source subject to these limits and the pollution control authority, the following amenable cyanide limit may apply in place of the total cyanide limit specified in paragraph (a) of this section:

Pollutant or pollutant property	Maximum for any 1 day	Monthly average shall not exceed
	Milligrams per liter (mg/l)	
Cyanide (A)	0.86	0.32

(c) No user subject to the provisions of this subpart shall augment the use of process wastewater or otherwise dilute the wastewater as a partial or total substitute for adequate treatment to achieve compliance with this limitation.

(d) An existing source submitting a certification in lieu of monitoring pursuant to § 433.12 (a) and (b) of this regulation must implement the toxic organic management plan approved by the control authority.

[48 FR 32485, July 15, 1983; 48 FR 43682, Sept. 26, 1983]

Subpart B [Reserved]

PART 434—COAL MINING POINT SOURCE CATEGORY BPT, BAT, BCT LIMITATIONS AND NEW SOURCE PERFORMANCE STANDARDS

Subpart A—General Provisions

Sec.
434.10 Applicability.
434.11 General definitions.

Subpart B—Coal Preparation Plants and Coal Preparation Plant Associated Areas

434.20 Applicability.
434.21 [Reserved]
434.22 Effluent limitations guidelines representing the degree of effluent reduction attainable by the application of the best practicable control technology currently available (BPT).
434.23 Effluent limitations guidelines representing the degree of effluent reduction attainable by the application of the best available technology economically achievable (BAT).
434.24 Effluent limitations guidelines representing the degree of effluent reduction attainable by the application of the best conventional pollutant control technology (BCT). [Reserved]
434.25 New source performance standard (NSPS).

Subpart C—Acid or Ferruginous Mine Drainage

434.30 Applicability; description of the acid or ferruginous mine drainage subcategory.
434.31 [Reserved]
434.32 Effluent limitations guidelines representing the degree of effluent reduction attainable by the application of the best practicable control technology currently available (BPT).
434.33 Effluent limitations guidelines representing the degree of effluent reduction attainable by the application of the best available technology economically achievable (BAT).
434.34 Effluent limitations guidelines representing the degree of effluent reduction attainable by the application of the best conventional pollutant control technology (BCT). [Reserved]

APPENDIX B – Local Limits Evaluation

Local Limits Evaluation

TABLE 1

Local Limits Determination Based on NPDES Daily Effluent Limits

	ENVIRONMENTAL CRITERIA AND PROCESS DATA BASE					MAXIMUM LOADING			INDUSTRIAL		
Pollutant	IU Pollut. Flow (MGD) (Qind)	POTW Flow (MGD) (Qpotw)	Removal Efficiency (%) (Rpotw)	NPDES Daily Limit (mg/l) (Ccrit)	Domestic and Conc. (mg/l) (Cdom)	Commercial Flow (MGD) (Qdom)	Allowable Headworks (lbs/day) (Lhw)	Domestic/ Commercial (lbs/day) (Ldom)	Allowable Loading (lbs/day) (Lind)	Local Limit (mg/l) (Cind)	Safety Factor (%) (SF)
Ammonia-N	0.85	4.0	99.1	1.5		3.15	5560	0	4448	133	20
Arsenic						0	-	0	-	-	
BOD	0.85	4.0	99.7	7.5		3.15	83400	0	66720	2000	20
Cadmium						0	-	0	-	-	
Chromium						0	-	0	-	-	
Hex. Chrom.						0	-	0	-	-	
COD						0	-	0	-	-	
Copper						0	-	0	-	-	
Cyanide						0	-	0	-	-	
Lead						0	-	0	-	-	
Mercury						0	-	0	-	-	
Nickel						0	-	0	-	-	
Oil & Grease						0	-	0	-	-	
Phosphorus	0.85	4.0	95.8	0.45	0.7	3.15	357	18.3897	268	37.7	20
Silver						0	-	0	-	-	
TSS	0.85	4.0	99.6	7.5		3.15	62550	0	50040	1500	20
TTO						0	-	0	-	-	
Zinc						0	-	0	-	-	

(Qind) Permitted "daily average" industrial user flow in million gallons per day (MGD).

(Qpotw) POTW's average flow rate in million gallons per day (MGD).

(Rpotw) Removal efficiency across POTW as a percent (headworks to final effluent).

(Ccrit) NPDES "weekly average" permit limit for a particular pollutant in mg/l.

(Cdom) Domestic/commercial background concentration for a particular pollutant in mg/l.

(Qdom) Domestic/commercial background flow in MGD.

(Lhw) Maximum allowable headworks pollutant loading to the POTW in pounds per day (lbs/day).

(Ldom) Domestic/commercial background loading to the POTW for a particular pollutant in pounds per day (lbs/day).

(Lind) Maximum allowable industrial loading to the POTW in pounds per day.

(Cind) Industrial allowable local limit for a given pollutant in mg/l.

(SF) Safety factor as a percent.

8.34 Unit conversion factor

Lhw = $\frac{8.34 * Ccrit * Qpotw}{1 - Rpotw}$

::

Local Limits Evaluation

						TABLE	**2**						
	Local Limits Determination Based on NPDES Monthly Effluent Limits												
	ENVIRONMENTAL CRITERIA AND PROCESS DATA BASE						MAXIMUM LOADING		INDUSTRIAL				
	IU Pollut.	POTW	Removal	NPDES	Domestic and	Commercial	Allowable	Domestic/	Allowable	Local	Safety		
Pollutant	Flow	Flow	Efficiency	Monthly Limit	Conc.	Flow	Headworks	Commercial	Loading	Limit	Factor		
	(MGD)	(MGD)	(%)	(mg/l)	(mg/l)	(MGD)	(lbs/day)	(lbs/day)	(lbs/day)	(mg/l)	(%)		
	(Qind)	(Qpotw)	(Rpotw)	(Ccrit)	(Cdom)	(Qdom)	(Lhw)	(Ldom)	(Lind)	(Cind)	(SF)		
Ammonia-N	0.85	4.0	99.1	1.0		3.15	3707	0	2965	88.9	20		
Arsenic						0	-	0	-	-			
BOD	0.85	4.0	99.7	5.0		3.15	55600	0	44480	1333	20		
Cadmium						0	-	0	-	-			
Chromium						0	-	0	-	-			
Hex. Chrom.						0	-	0	-	-			
COD						0	-	0	-	-			
Copper						0	-	0	-	-			
Cyanide						0	-	0	-	-			
Lead						0	-	0	-	-			
Mercury						0	-	0	-	-			
Nickel						0	-	0	-	-			
Oil & Grease						0	-	0	-	-			
Phosphorus	0.85	4.0	95.8	0.30	0.7	3.15	238	18.4	172	24.3	20		
Silver						0	-	0	-	-			
TSS	0.85	4.0	99.6	5		3.15	41700	0	33360	1000	20		
TTO						0	-	0	-	-			
Zinc						0	-	0	-	-			
(Qind)	Permitted "daily average" industrial user flow in million gallons per day (MGD).												
(Qpotw)	POTW's average flow rate in million gallons per day (MGD).												
(Rpotw)	Removal efficiency across POTW as a percent (headworks to final effluent).												
(Ccrit)	NPDES "monthly average" permit limit for a particular pollutant in mg/l.												
(Cdom)	Domestic/commercial background concentration for a particular pollutant in mg/l.												
(Qdom)	Domestic/commercial background flow in MGD.												
(Lhw)	Maximum allowable headworks pollutant loading to the POTW in pounds per day (lbs/day).												
(Ldom)	Domestic/commercial background loading to the POTW for a particular pollutant in pounds per day (lbs/day).												
(Lind)	Maximum allowable industrial loading to the POTW in pounds per day.												
(Cind)	Industrial allowable local limit for a given pollutant in mg/l.												
(SF)	Safety factor as a percent.												
8.34	Unit conversion factor												
Lhw =	8.34 * Ccrit * Qpotw												
	1 - Rpotw												
::													

Local Limits Evaluation

						TABLE	3						
	Local Limits Determination Based on Activated Sludge Inhibition Level												
	ENVIRONMENTAL CRITERIA AND PROCESS DATA BASE						MAXIMUM LOADING		INDUSTRIAL				
	IU Pollut.	POTW	Removal	Activated Sludge	Domestic and	Commercial	Allowable	Domestic/	Allowable	Local	Safety		
Pollutant	Flow	Flow	Efficiency	Inhibition Level	Conc.	Flow	Headworks	Commercial	Loading	Limit	Factor		
	(MGD)	(MGD)	(%)	(mg/l)	(mg/l)	(MGD)	(lbs/day)	(lbs/day)	(lbs/day)	(mg/l)	(%)		
	(Qind)	(Qpotw)	(Rprim)	(Ccrit)	(Cdom)	(Qdom)	(Lhw)	(Ldom)	(Lind)	(Cind)	(SF)		
Ammonia-N	0.85	4.0	0	480		3.15	16013	0	12810	384	20		
Arsenic	0.85	4.0	0	0.1	0.007	3.15	3.34	0.184	2.48	0.351	20		
BOD						0	-	0	-	-			
Cadmium	0.85	4.0	15	1	0.008	3.15	39.2	0.210	31.2	4.40	20		
Chromium	0.85	4.0	27	1	0.034	3.15	45.7	0.893	35.7	5.03	20		
Hex. Chrom.	0.85	4.0	27	1	0.028	3.15	45.7	0.736	35.8	5.05	20		
COD						0	-	0	-	-			
Copper	0.85	4.0	22	1	0.14	3.15	42.8	3.68	30.5	4.31	20		
Cyanide	0.85	4.0	27	0.1	0.082	3.15	4.57	2.15	1.50	0.212	20		
Lead	0.85	4.0	57	1.0	0.058	3.15	77.6	1.52	60.5	8.54	20		
Mercury	0.85	4.0	10	0.1	0.002	3.15	3.71	0.053	2.91	0.411	20		
Nickel	0.85	4.0	14	1.0	0.047	3.15	38.8	1.23	29.8	4.20	20		
Oil & Grease						0	-	0	-	-			
Phosphorus						0	-	0	-	-			
Silver						0	-	0	-	-			
TSS						0	-	0	-	-			
TTO						0	-	0	-	-			
Zinc	0.85	4.0	27	0.3	0.231	3.15	13.7	6.07	4.90	0.691	20		
Benzene	0.85	4.0	25	100	0	3.15	4448	0	3558	502	20		
Ethylbenzene	0.85	4.0	13	200	0	3.15	7669	0	6135	865	20		
Toluene	0.85	4.0	0	200	0	3.15	6672	0	5338	753	20		
Surfactants	0.85	4.0	0	100	0	3.15	3336	0	2669	376	20		
(Qind)	Permitted "daily average" industrial user flow in million gallons per day (MGD).												
(Qpotw)	POTW's average flow rate in million gallons per day (MGD).												
(Rprim)	POTW removal efficiency across primary treatment as a percent (headworks to primary treated effluent).												
(Ccrit)	Activated sludge threshold inhibition level in mg/l.												
(Cdom)	Domestic/commercial background concentration for a particular pollutant in mg/l.												
(Qdom)	Domestic/commercial background flow in MGD.												
(Lhw)	Maximum allowable headworks pollutant loading to the POTW in pounds per day (lbs/day).												
(Ldom)	Domestic/commercial background loading to the POTW for a particular pollutant in pounds per day (lbs/day).												
(Lind)	Maximum allowable industrial loading to the POTW in pounds per day.												
(Cind)	Industrial allowable local limit for a given pollutant in mg/l.												
(SF)	Safety factor as a percent.												
8.34	Unit conversion factor												
Lhw =	8.34 * Ccrit * Qpotw												
	1 - Rprim												
::													

Local Limits Evaluation

TABLE 4

Local Limits Determination Based on Nitrification Inhibition Level

	ENVIRONMENTAL CRITERIA AND PROCESS DATA BASE						MAXIMUM LOADING		INDUSTRIAL				
Pollutant	IU Pollut. Flow (MGD) (Qind)	POTW Flow (MGD) (Qpotw)	Removal Efficiency (%) (Rsec)	Nitrification Inhibition Level (mg/l) (Ccrit)	Domestic and Conc. (mg/l) (Cdom)	Commercial Flow (MGD) (Qdom)	Allowable Headworks (lbs/day) (Lhw)	Domestic/ Commercial (lbs/day) (Ldom)	Allowable Loading (lbs/day) (Lind)	Local Limit (mg/l) (Cind)	Safety Factor (%) (SF)		
Ammonia-N						0	-	0	-	-			
Arsenic	0.85	4.0	45	1.5	0.007	3.15	91.0	0.184	72.6	10.2	20		
BOD						0	-	0	-	-			
Cadmium	0.85	4.0	67	5.2	0.008	3.15	526	0.210	420	59.3	20		
Chromium	0.85	4.0	82	0.25	0.034	3.15	46.3	0.893	36.2	5.10	20		
Hex. Chrom.	0.85	4.0	82	1	0.028	3.15	185	0.736	148	20.8	20		
COD						0	-	0	-	-			
Copper	0.85	4.0	86	0.05	0.14	3.15	11.9	3.68	5.85	0.826	20		
Cyanide	0.85	4.0	69	0.34	0.082	3.15	36.6	2.15	27.1	3.83	20		
Lead	0.85	4.0	61	0.5	0.058	3.15	42.8	1.52	32.7	4.61	20		
Mercury						0	-	0	-	-			
Nickel	0.85	4.0	42	0.25	0.047	3.15	14.4	1.23	10.3	1.45	20		
Oil & Grease						0	-	0	-	-			
Phosphorus						0	-	0	-	-			
Silver						0	-	0	-	-			
TSS						0	-	0	-	-			
TTO						0	-	0	-	-			
Zinc	0.85	4.0	79	0.08	0.231	3.15	12.7	6.07	4.10	0.578	20		
Total Phenol	0.85	4.0	90	4	0.000025	3.15	1334	0.0007	1068	151	20		
Chloride	0.85	4.0	0	180	0	3.15	6005	0	4804	678	20		

(Qind) Permitted "daily average" industrial user flow in million gallons per day (MGD).

(Qpotw) POTW's average flow rate in million gallons per day (MGD).

(Rsec) POTW removal efficiency across secondary treatment as a percent (headworks to secondary treated effluent).

(Ccrit) Nitrification threshold inhibition level in mg/l.

(Cdom) Domestic/commercial background concentration for a particular pollutant in mg/l.

(Qdom) Domestic/commercial background flow in MGD.

(Lhw) Maximum allowable headworks pollutant loading to the POTW in pounds per day (lbs/day).

(Ldom) Domestic/commercial background loading to the POTW for a particular pollutant in pounds per day (lbs/day).

(Lind) Maximum allowable industrial loading to the POTW in pounds per day.

(Cind) Industrial allowable local limit for a given pollutant in mg/l.

(SF) Safety factor as a percent.

8.34 Unit conversion factor

$$Lhw = \frac{8.34 * Ccrit * Qpotw}{1 - Rsec}$$

::

Local Limits Evaluation

						TABLE	**5**						
	Local Limits Determination Based on USEPA 503 Sludge Regulations (Conservative Pollutants) - N/A, POTW sludge is landfilled												
	ENVIRONMENTAL CRITERIA AND PROCESS DATA BASE								MAXIMUM LOADING		INDUSTRIAL		
	IU Pollut.	POTW	Sludge	Percent	Removal	503 Sludge	Domestic and	Commercial	Allowable	Domestic/	Allowable	Local	Safety
Pollutant	Flow	Flow	Flow	Solids	Efficiency	Criteria	Conc.	Flow	Headworks	Commercial	Loading	Limit	Factor
	(MGD)	(MGD)	(MGD)	(%)	(%)	(mg/kg)	(mg/l)	(MGD)	(lbs/day)	(lbs/day)	(lbs/day)	(mg/l)	(%)
	(Qind)	(Qpotw)	(Qsldg)	(PS)	(Rpotw)	(Cslcrit)	(Cdom)	(Qdom)	(Lhw)	(Ldom)	(Lind)	(Cind)	(SF)
Ammonia-N								0	-	0	-	-	
Arsenic								0	-	0	-	-	
BOD								0	-	0	-	-	
Cadmium								0	-	0	-	-	
Chromium								0	-	0	-	-	
Hex. Chrom.								0	-	0	-	-	
COD								0	-	0	-	-	
Copper								0	-	0	-	-	
Cyanide								0	-	0	-	-	
Lead								0	-	0	-	-	
Mercury								0	-	0	-	-	
Nickel								0	-	0	-	-	
Oil & Grease								0	-	0	-	-	
Phosphorus								0	-	0	-	-	
Silver								0	-	0	-	-	
TSS								0	-	0	-	-	
TTO								0	-	0	-	-	
Zinc								0	-	0	-	-	
(Qind)	Permitted "daily average" industrial user flow in million gallons per day (MGD).												
(Qpotw)	POTW's average flow rate in million gallons per day (MGD).												
(Qsldg)	Sludge flow to disposal in MGD.												
(PS)	Percent solids of sludge to disposal.												
(Rpotw)	Removal efficiency across POTW as a percent (headworks to final effluent).												
(Cslcrit)	503 sludge criteria in mg/kg dry sludge.												
(Cdom)	Domestic/commercial background concentration for a particular pollutant in mg/l.												
(Qdom)	Domestic/commercial background flow in MGD.												
(Lhw)	Maximum allowable headworks pollutant loading to the POTW in pounds per day (lbs/day).												
(Ldom)	Domestic/commercial background loading to the POTW for a particular pollutant in pounds per day (lbs/day).												
(Lind)	Maximum allowable industrial loading to the POTW in pounds per day.												
(Cind)	Industrial allowable local limit for a given pollutant in mg/l.												
(SF)	Safety factor as a percent.												
8.34	Unit conversion factor												
Lhw =	8.34 * Cslcrit * (PS/100) * Qsldg												
	Rpotw												
::													

Local Limits Evaluation

						TABLE	6						
	Local Limits Determination Based on State Sludge Criteria (Conservative Pollutants) - N/A, POTW sludge is landfilled												
	ENVIRONMENTAL CRITERIA AND PROCESS DATA BASE								MAXIMUM LOADING		INDUSTRIAL		
	IU Pollut.	POTW	Sludge	Percent	Removal	State Sludge	Domestic and	Commercial	Allowable	Domestic/	Allowable	Local	Safety
Pollutant	Flow	Flow	Flow	Solids	Efficiency	Criteria	Conc.	Flow	Headworks	Commercial	Loading	Limit	Factor
	(MGD)	(MGD)	(MGD)	(%)	(%)	(mg/kg)	(mg/l)	(MGD)	(lbs/day)	(lbs/day)	(lbs/day)	(mg/l)	(%)
	(Qind)	(Qpotw)	(Qsldg)	(PS)	(Rpotw)	(Cslcrit)	(Cdom)	(Qdom)	(Lhw)	(Ldom)	(Lind)	(Cind)	(SF)
Ammonia-N								0	-	0	-	-	
Arsenic								0	-	0	-	-	
BOD								0	-	0	-	-	
Cadmium								0	-	0	-	-	
Chromium								0	-	0	-	-	
Hex. Chrom.								0	-	0	-	-	
COD								0	-	0	-	-	
Copper								0	-	0	-	-	
Cyanide								0	-	0	-	-	
Lead								0	-	0	-	-	
Mercury								0	-	0	-	-	
Nickel								0	-	0	-	-	
Oil & Grease								0	-	0	-	-	
Phosphorus								0	-	0	-	-	
Silver								0	-	0	-	-	
TSS								0	-	0	-	-	
TTO								0	-	0	-	-	
Zinc								0	-	0	-	-	
(Qind)	Industrial User total plant discharge flow in Million Gallons per Day (MGD) that contains a particular pollutant.												
(Qpotw)	POTW's average flow rate in million gallons per day (MGD).												
(Qsldg)	Sludge flow to disposal in MGD.												
(PS)	Percent solids of sludge to disposal.												
(Rpotw)	Removal efficiency across POTW as a percent.												
(Cslcrit)	State sludge criteria in mg/kg dry sludge.												
(Cdom)	Domestic/commercial background concentration for a particular pollutant in mg/l.												
(Qdom)	Domestic/commercial background flow in MGD.												
(Lhw)	Maximum allowable headworks pollutant loading to the POTW in pounds per day (lbs/day).												
(Ldom)	Domestic/commercial background loading to the POTW for a particular pollutant in pounds per day (lbs/day).												
(Lind)	Maximum allowable industrial loading to the POTW in pounds per day.												
(Cind)	Industrial allowable local limit for a given pollutant in mg/l.												
(SF)	Safety factor as a percent.												
8.34	Unit conversion factor												
Lhw =	8.34 * Cslcrit * (PS/100) * Qsldg												
	Rpotw												
::													

Local Limits Evaluation

						TABLE	7						
	Local Limits Determination Based on Chronic/Human Health Water Quality Standards												
	ENVIRONMENTAL CRITERIA AND PROCESS DATA BASE								MAXIMUM LOADING		INDUSTRIAL		
	IU Pollut.	POTW	Upstream	Upstream	Removal	Chronic	Domestic and	Commercial	Allowable	Domestic/	Allowable	Local	Safety
Pollutant	Flow	Flow	Flow	Conc.	Efficiency	WQS	Conc.	Flow	Headworks	Commercial	Loading	Limit	Factor
	(MGD)	(MGD)	(MGD)	(mg/l)	(%)	(mg/l)	(mg/l)	(MGD)	(lbs/day)	(lbs/day)	(lbs/day)	(mg/l)	(%)
	(Qind)	(Qpotw)	(Qstr)	(Cstr)	(Rpotw)	(Ccrit)	(Cdom)	(Qdom)	(Lhw)	(Ldom)	(Lind)	(Cind)	(SF)
Chronic WQS													
Ammonia-N								0	-	0	-	-	
Arsenic	0.85	4.0	71.1	0	45	0.28	0.007	3.15	323	0.184	259	36.5	20
BOD								0	-	0	-	-	
Cadmium*	0.85	4.0	71.1	0	68	0.00082	0.008	3.15	1.60	0.210	1.07	0.151	20
Chromium*	0.85	4.0	71.1	0	82	0.094	0.034	3.15	327	0.893	261	36.8	20
Hex. Chrom.	0.85	4.0	71.1	0	82	0.054	0.028	3.15	188	0.736	150	21.1	20
COD								0	-	0	-	-	
Copper*	0.85	4.0	71.1	0	86	0.0062	0.14	3.15	27.7	3.68	18.5	2.61	20
Cyanide	0.85	4.0	71.1	0	69	0.0052	0.0082	3.15	10.5	0.215	8.19	1.16	20
Lead*	0.85	4.0	71.1	0	61	0.0021	0.058	3.15	3.37	1.52	1.17	0.166	20
Mercury	0.85	4.0	71.1	0	60	0.000012	0.002	3.15	0.019	0.053	-0.038	-0.005	20
Nickel*	0.85	4.0	71.1	0	42	0.029	0.047	3.15	31.3	1.23	23.8	3.36	20
Oil & Grease								0	-	0	-	-	
Phosphorus								0	-	0	-	-	
Silver								0	-	0	-	-	
TSS								0	-	0	-	-	
TTO								0	-	0	-	-	
Zinc*	0.85	4.0	71.1	0	79	0.10	0.231	3.15	298	6.07	233	32.8	20
Selenium	0.85	4.0	71.1	0	50	0.005	0	3.15	6.26	0	5.01	0.707	20
Total Phenol	0.85	4.0	71.1	0	90	0.300	0	3.15	1879	0	1503	212	20
TRC	0.85	4.0	71.1	0	90	0.011	0	3.15	68.9	0	55.1	7.77	20
Human Health WQS													
Benzene	0.85	4.0	71.1	0	80	0.051	0	3.15	160	0	128	18.0	20
Ethylbenzene	0.85	4.0	71.1	0	89	2.1	0	3.15	11956	0	9565	1349	20
Toluene	0.85	4.0	71.1	0	94	5.98	0	3.15	62416	0	49933	7044	20
(Qind)	Permitted "daily average" industrial user flow in million gallons per day (MGD).												
(Qpotw)	POTW's average flow rate in million gallons per day (MGD).												
(Qstr)	Receiving stream (upstream) **7Q10 flow** in MGD.												
(Cstr)	Receiving stream background level in mg/l.												
(Rpotw)	Removal efficiency across POTW as a percent (headworks to final effluent).												
(Ccrit)	State chronic water quality standard for a particular pollutant in mg/l (**expressed in total recoverable form**).												
(Cdom)	Domestic/commercial background concentration for a particular pollutant in mg/l.												
(Qdom)	Domestic/commercial background flow in MGD.												
(Lhw)	Maximum allowable headworks pollutant loading to the POTW in pounds per day (lbs/day).												
(Ldom)	Domestic/commercial background loading to the POTW for a particular pollutant in pounds per day (lbs/day).												
(Lind)	Maximum allowable industrial loading to the POTW in pounds per day.												
(Cind)	Industrial allowable local limit for a given pollutant in mg/l.												
(SF)	Safety factor as a percent.												
8.34	Unit conversion factor												
Lhw =	8.34 * (Ccrit * (Qstr + Qpotw) - (Cstr * Qstr))												
	1 - Rpotw												
::													

Local Limits Evaluation

						TABLE	8						
	Local Limits Determination Based on Acute Water Quality Standards												
	ENVIRONMENTAL CRITERIA AND PROCESS DATA BASE								MAXIMUM LOADING		INDUSTRIAL		
	IU Pollut.	POTW	Upstream	Upstream	Removal	Acute	Domestic and	Commercial	Allowable	Domestic/	Allowable	Local	Safety
Pollutant	Flow	Flow	Flow	Conc.	Efficiency	WQS	Conc.	Flow	Headworks	Commercial	Loading	Limit	Factor
	(MGD)	(MGD)	(MGD)	(mg/l)	(%)	(mg/l)	(mg/l)	(MGD)	(lbs/day)	(lbs/day)	(lbs/day)	(mg/l)	(%)
	(Qind)	(Qpotw)	(Qstr)	(Cstr)	(Rpotw)	(Ccrit)	(Cdom)	(Qdom)	(Lhw)	(Ldom)	(Lind)	(Cind)	(SF)
Ammonia-N								0	-	0	-	-	
Arsenic	0.85	4.0	67.9	0	45	0.64	0.007	3.15	701	0.184	560	79.0	20
BOD								0	-	0	-	-	
Cadmium*	0.85	4.0	67.9	0	68	0.0015	0.008	3.15	2.81	0.210	2.04	0.287	20
Chromium*	0.85	4.0	67.9	0	82	0.72	0.034	3.15	2404	0.893	1922	271	20
Hex. Chrom.	0.85	4.0	67.9	0	82	0.079	0.028	3.15	263	0.736	210	29.6	20
COD								0	-	0	-	-	
Copper*	0.85	4.0	67.9	0	86	0.0080	0.14	3.15	34.2	3.68	23.7	3.35	20
Cyanide								0	-	0.00	-	-	20
Lead*	0.85	4.0	67.9	0	61	0.055	0.058	3.15	84.5	1.52	66.1	9.32	20
Mercury	0.85	4.0	67.9	0	60	0.0014	0.002	3.15	2.10	0.053	1.63	0.229	20
Nickel*	0.85	4.0	67.9	0	42	0.26	0.047	3.15	273	1.23	217	30.6	20
Oil & Grease								0	-	0	-	-	
Phosphorus								0	-	0	-	-	
Silver								0	-	0	-	-	
TSS								0	-	0	-	-	
TTO								0	-	0	-	-	
Zinc	0.85	4.0	67.9	0	79	0.099	0.231	3.15	283	6.07	220	31.0	20
(Qind)	Permitted "daily average" industrial user flow in million gallons per day (MGD).												
(Qpotw)	POTW's average flow rate in million gallons per day (MGD).												
(Qstr)	Receiving stream (upstream) **1Q10** flow in MGD.												
(Cstr)	Receiving stream background level in mg/l.												
(Rpotw)	Removal efficiency across POTW as a percent (headworks to final effluent).												
(Ccrit)	State acute water quality standard for a particular pollutant in mg/l (**expressed in total recoverable form**).												
(Cdom)	Domestic/commercial background concentration for a particular pollutant in mg/l.												
(Qdom)	Domestic/commercial background flow in MGD.												
(Lhw)	Maximum allowable headworks pollutant loading to the POTW in pounds per day (lbs/day).												
(Ldom)	Domestic/commercial background loading to the POTW for a particular pollutant in pounds per day (lbs/day).												
(Lind)	Maximum allowable industrial loading to the POTW in pounds per day.												
(Cind)	Industrial allowable local limit for a given pollutant in mg/l.												
(SF)	Safety factor as a percent.												
8.34	Unit conversion factor												
Lhw =	8.34 * (Ccrit * (Qstr + Qpotw) - (Cstr * Qstr))												
	1 - Rpotw												
::													

Local Limits Evaluation

TABLE 9

Local Limits Determination Based on Anaerobic Digester Inhibition Level - N/A, POTW sludge is treated with an aerobic digester

	ENVIRONMENTAL CRITERIA AND PROCESS DATA BASE							MAXIMUM LOADING		INDUSTRIAL			
Pollutant	IU Pollut. Flow (MGD) (Qind)	POTW Flow (MGD) (Qpotw)	Sludge Flow to Digester (MGD) (Qdig)	Removal Efficiency (%) (Rpotw)	Anaerobic Digester Inhibition Level (mg/l) (Ccrit)	Domestic and Conc. (mg/l) (Cdom)	Commercial Flow (MGD) (Qdom)	Allowable Headworks (lbs/day) (Lhw)	Domestic/ Commercia (lbs/day) (Ldom)	Allowable Loading (lbs/day) (Lind)	Local Limit (mg/l) (Cind)	Safety Factor (%) (SF)	
Ammonia-N							0	-	0	-	-		
Arsenic							0	-	0	-	-		
BOD							0	-	0	-	-		
Cadmium							0	-	0	-	-		
Chromium							0	-	0	-	-		
Hex. Chrom.							0	-	0	-	-		
COD							0	-	0	-	-		
Copper							0	-	0	-	-		
Cyanide							0	-	0	-	-		
Lead							0	-	0	-	-		
Mercury							0	-	0	-	-		
Nickel							0	-	0	-	-		
Oil & Grease							0	-	0	-	-		
Phosphorus							0	-	0	-	-		
Silver							0	-	0	-	-		
TSS							0	-	0	-	-		
TTO							0	-	0	-	-		
Zinc							0	-	0	-	-		

(Qind) Permitted "daily average" industrial user flow in million gallons per day (MGD).

(Qpotw) POTW's average flow rate in million gallons per day (MGD).

(Qdig) Sludge flow to digester in MGD.

(Rpotw) Removal efficiency across POTW as a percent (headworks to final effluent).

(Ccrit) Anaerobic digester threshold inhibition level in mg/l.

(Cdom) Domestic/commercial background concentration for a particular pollutant in mg/l.

(Qdom) Domestic/commercial background flow in MGD.

(Lhw) Maximum allowable headworks pollutant loading to the POTW in pounds per day (lbs/day).

(Ldom) Domestic/commercial background loading to the POTW for a particular pollutant in pounds per day (lbs/day).

(Lind) Maximum allowable industrial loading to the POTW in pounds per day.

(Cind) Industrial allowable local limit for a given pollutant in mg/l.

(SF) Safety factor as a percent.

8.34 Unit conversion factor

$$Lhw = \frac{8.34 * Ccrit * Qdig}{Rpotw}$$

Local Limits Evaluation

						TABLE	10						
	Local Limits Determination Based on Most Stringent Criteria or Domestic Levels												
	MONTHLY AVERAGE INDUSTRIAL EFFLUENT LIMITS - USING TOTAL INDUSTRIAL FLOW												
	Local	Basis in	Local Limit	Intergovernmental Sewer									
Pollutant	Limit	Derivation	Loading	Service Agreement									
	(mg/l)	of Limit	(lbs/day)	(mg/l)									
Ammonia-N	88.9	P	315	15.0									
Arsenic	0.351	I	1.24	0.077									
BOD	1333	P	4726	300									
Cadmium	0.151	W	0.537	0.004									
Chromium	5.03	I	17.8	0.26									
Hex. Chrom.	5.05	I	17.9	--									
COD	--	--	--	500									
Copper	0.826	I	2.93	0.14									
Cyanide	0.212	I	0.751	0.10									
Lead	0.166	W	0.587	0.050									
Mercury	0.002	D	0.007	0.002									
Nickel	1.45	I	5.13	0.400									
Oil & Grease	--	--	--	100									
Phosphorus	24.3	P	86.1	4.0									
Silver	--	--	--	0.11									
TSS	1000	P	3545	200									
TTO	--	--	--	2.13									
Zinc	0.578	I	2.05	0.30									
Selenium	0.707	W	2.50	0.06									
Total Phenol	151	I	534	1.00									
Benzene	18.0	W	63.9	0.01									
Ethylbenzene	865	I	3068	0.30									
Toluene	753	I	2669	0.70									
Total Residual Chlorine	7.77	W	27.55	4.0									
Surfactants	376	I	1334	100									
Chloride	678	I	2402	250									
pH	--	--	--	6.0 (min) / 9.0 (max)									
TDS	--	--	--	500 (max 30-day range) / 1,500 (max)									
Specific Conductivity (µs/cm)	--	--	--	800 (max 30-day range) / 2,400 (max)									
Molybdenum	--	--	--	0.043									
Total PAH	--	--	--	0.10									
Xylene	--	--	--	0.50									
Total Organic Carbon	--	--	--	200									
Sulfate	--	--	--	500									
D	Local Limit based on domestic or default values.												
I	Local Limit based on activated sludge, nitrification or digester inhibition levels.												
P	Local Limit based on NPDES Permit effluent limits.												
S	Local Limit based on sludge regulations or criteria.												
W	Local Limit based on chronic or acute water quality standards.												
C	Local Limit based on Categorical Standard												
EPA Guidance	http://water.epa.gov/polwaste/npdes/pretreatment/Pretreatment-Standards-Limits.cfm#local												

Metals Conversion Calculator

Permit Name: Hyundai Motor Group Metaplant America LLC

Pretreatment Permit No.: GAP050365

Stream Data:

Receiving stream Hardness:	**19**	mg/L
Upstream TSS:	**10**	mg/L
7Q10:	**110**	ft^3/s
	71,089,920	gal/day
1Q10:	**105**	ft^3/s
	67,858,560	gal/day

POTW Effluent Data:

Flow	**4,000,000**	gal/day
TSS	**5**	mg/L

Instream TSS: 9.7 mg/L

Acute Water Quality Criteria (WQC_{Acute})

Metal	K_{PO}	α	f_D	Total Recoverable WQC_{Acute} (µg/L)	Dissolved WQC Acute (µg/L)
Arsenic	4.80.E+05	-0.729	0.529	643	340
Cadmium	4.00.E+06	-1.131	0.252	1.5	0.38
Chromium III	3.36.E+06	-0.930	0.203	722	146
Chromium VI	3.36.E+06	-0.930	0.203	79	16
Copper	1.04.E+06	-0.744	0.349	8.0	2.8
Lead	2.80.E+06	-0.800	0.185	55	10.2
Mercury	NA	NA	NA	1.4	1.4
Nickel	4.90.E+05	-0.572	0.435	264	114.9
Zinc	1.25.E+06	-0.704	0.290	99	29

$$f_D = \frac{1}{1 + K_{PO} \times TSS_{Instream}(mg/L)^{(1+\alpha)} \times 10^{-6}}$$

Chronic Water Quality Criteria ($WQC_{Chronic}$)

Metal	K_{PO}	α	f_D	Total Recoverable $WQC_{Chronic}$ (µg/L)	Dissolved WQC Chronic (µg/L)
Arsenic	4.80.E+05	-0.729	0.529	284	150
Cadmium	4.00.E+06	-1.131	0.252	0.82	0.21
Chromium III	3.36.E+06	-0.930	0.203	94	19
Chromium VI	3.36.E+06	-0.930	0.203	54	11
Copper	1.04.E+06	-0.744	0.349	6.2	2.2
Lead	2.80.E+06	-0.800	0.185	2.1	0.40
Mercury	NA	NA	NA	0.012	0.012
Nickel	4.90.E+05	-0.572	0.435	29	12.8
Zinc	1.25.E+06	-0.704	0.290	100	29
Selenium	NA	NA	NA	5.0	5.0

$$f_D = \frac{1}{1 + K_{PO} \times TSS_{Instream}(mg/L)^{(1+\alpha)} \times 10^{-6}}$$

NOTES:

*Water Quality Criteria (WQC) from State of Georgia Rules and Regulations 391-3-6-.03.

APPENDIX C – Bryan County / City of Savannah Intergovernmental Sewer Service Agreement

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

FIRST AMENDMENT TO
2020 SEWER SERVICE AGREEMENT

THIS AGREEMENT, hereinafter referred to as "**First Amendment**", made and entered into as of the 13th day of May, 2025, by and between the **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation chartered under the laws of the State of Georgia, hereafter referred to as "**Savannah**" and the **BOARD OF COMMISSIONERS OF BRYAN COUNTY**, a political subdivision of the State of Georgia (herein after referred to as "**Bryan County**" or "**County**") and herein referred to collectively as "**the two Parties**" from time to time:

- W I T N E S S E T H -

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that municipalities of the State may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, Savannah and Bryan County entered into a Sewer Service Agreement dated December 8, 2020 (hereinafter referred to as the "2020 Sewer Service Agreement" or "2020 SSA") providing for sewage treatment capacity and services by the Savannah for areas currently within North Bryan County; and

WHEREAS, Bryan County and the Savannah have each contributed toward the planning of sewer infrastructure necessary to support large scale development at the I-16 Mega-Site and anticipated subsequent support development within the regional area through the Economic Development Agreement between Hyundai Motor Group Metaplant America LLC (HMGMA) and the State of Georgia and the Georgia Department of Economic Development and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority (JDA) executed July 21, 2022 (hereinafter "Economic Development Agreement"); and

WHEREAS, Bryan County is nearing the completion of its new North Bryan Water Reclamation Facility (WRF) to treat wastewater generated by development on the I-16 Mega-Site and other regional development (hereinafter the "North Bryan WRF"); and

WHEREAS, HMGMA and HL-GA Battery Company, LLC (HL-GA) have constructed industrial manufacturing facilities on the I-16 Mega-Site and separately entered into Water, Wastewater, and Reclaimed Water Service Agreements with Bryan County, which were based on initial temporary wastewater service to be provided via the previously agreed upon Bryan County to Savannah conveyance of wastewater for final treatment and disposal by Savannah at the existing Travis Field WRF, and subsequent transition to permanent wastewater treatment and disposal by Bryan County as soon as the new North Bryan WRF can be operational; and

WHEREAS, Savannah and Bryan County find it necessary to amend the 2020 SSA in order to maintain compliance with local ordinances, clarify the terms and conditions by which Savannah will provide temporary treatment of wastewater received from HMGMA and HL-GA and transfer from Bryan County to Savannah based on State regulations and compliance with local ordinances; and

WHEREAS, the Georgia Environmental Protection Division (GAEPD) has provided written clarification in an undated memorandum from Whitney Fenwick to Ben Taylor, County Administrator that GAEPD is the

control authority for issuing industrial pretreatment permits to significant industrial users, including HMGMA and HL-GA, which discharge into the North Bryan WRF and/or into Bryan County's sewer collection system for conveyance to Savannah for treatment at the Travis Field WRF on a temporary basis; and

WHEREAS, GAEPD and HMGMA have executed a Consent Order dated April 28, 2025, which requires HMGMA to submit to GAEPD a revised Corrective Action Plan (CAP) for review and approval that will include an option for HMGMA to discharge wastewater to Bryan County for conveyance to Savannah for temporary treatment and disposal in accordance with the 2020 SSA and this Amendment thereof; and

WHEREAS, GAEPD is requiring a mutually agreed upon and executed document to serve as a memorialization to allow for Bryan County to convey sewage to Savannah for a specified period of time for treatment by the Travis Field WRF until such time that Bryan County's WRF Project is operational and able to discharge to the Ogeechee River under Bryan County's existing NPDES discharge permit (Permit No. GA0050326) issued by the GAEPD; and

WHEREAS, it is in the best interest of the citizens of Bryan County and Savannah that the 2020 SSA be updated, revised and/or modified into this First Amendment to the 2020 SSA; and

WHEREAS, Savannah and Bryan County hereby mutually agree to incorporate the following revisions into the First Amendment to the 2020 SSA and that such commitments be made by both parties as memorialized herein.

NOW THEREFORE, in consideration of the mutual covenants hereby made, the parties do agree as follows:

Section 1 – Sewer Conveyance and Treatment Capacity of the 2020 SSA

Both Parties acknowledge and agree that all references in the 2020 SSA in Section 1, paragraph c to Section 2, paragraph e are intended to reference Section 1, paragraph e.

Section 1 - Sewer Conveyance and Treatment Capacity of the 2020 SSA shall be amended to include the following paragraphs (f) and (g):

f. Both parties acknowledge and agree that the commitments made by HMGMA to Bryan County and the JDA via the "Economic Development Agreement" meet the conditions of a significant industrial development project ("Project") as described in the 2020 SSA. Furthermore, both Parties agree that all proper notification of said Project has been given to Savannah via letter correspondence dated September 20, 2022 (attached as Exhibit "A"). Savannah per the 2020 SSA and pursuant to its response letter correspondence dated October 13, 2022 (attached as Exhibit "B"), conditionally agrees to provide conveyance and treatment capacity up to 0.85 million gallons per day (MGD), and that the monthly average amount of acceptable sewage that may be delivered on a daily basis by Bryan County ("Monthly Average") is 850,000 gallons per day (gpd). In no event shall Savannah be obligated to accept in excess of the Monthly Average flow of 850,000 gpd or any other flow condition other than as outlined in the memorandum from Bryan County to Savannah dated August 29, 2024 as redacted (hereinafter "Flow Management Plan Memo"), which is attached as Exhibit "C" and hereby made part of this Amendment.

g. Bryan County anticipates that the North Bryan WRF will be completed and ready to be placed into operation on or before December 31, 2025. To that end, Bryan County shall deliver to Savannah an updated schedule regarding North Bryan WRF startup and completion, and shall provide Savannah periodic updates (no less than monthly) on the progression of the work. Savannah hereby agrees to accept wastewater in conformance with all conditions of the 2020 SSA as modified by this Amendment, for conveyance and treatment for a period not to exceed December 31, 2025. This period may be extended by mutual agreement of both Parties via future amendment. Furthermore, both Parties acknowledge and agree that the North Bryan WRF is nearing Substantial Completion as defined in Bryan County's construction contract documents for the North Bryan WRF project, and as such Bryan County anticipates that prior to Final Completion of the North Bryan WRF, a portion of the wastewater collected within the Bryan County system upstream of the Transfer Pump Station shall be used to aid in the seeding and start-up of the North Bryan WRF. During this period, Savannah will agree to accept for conveyance and treatment, effluent from the North Bryan WRF treatment start-up processes (hereinafter "Permeate") provided that Bryan County can meet applicable discharge conditions. All discharge conditions outlined in Article 8 of this Amendment, and any new discharge conditions required for the acceptance of Permeate, shall apply to the Permeate flows conveyed to Savannah by Bryan County.

e. Both parties agree that the mutually agreed upon start date following announcement of the Project is January 4, 2023, and further agree that if wastewater discharge from Bryan County to Savannah extends beyond January 4, 2026, then Savannah shall have cause to increase consumption rates in accordance with this Amendment and the 2020 SSA.

Section 4 – *Flow Meter Station* of the 2020 SSA shall be amended to include the following paragraph (f):

f. Both parties acknowledge and agree that Sewer Meter Station is not fully complete and operational as of the Effective Date of this Amendment. Bryan County anticipates that said Sewer Meter Station will be completed and ready for operation on or before August 1, 2025. Savannah and Bryan County mutually agree that until the Sewer Meter Station is complete, metered flow readings from the HMGMA and HL-GA monitoring stations as well as pump run time and wet-well volume tracking data from the Bryan County Transfer Pump Station shall be utilized to measure/meter flow conveyed to Savannah.

Section 6 – *Metered Sewage Consumption Charge* of the 2020 SSA shall be amended to include the following final paragraph:

Both parties acknowledge and agree that in accordance with 2020 SSA and the City of Savannah 2025 Revenue Ordinance, the Effective January 1, 2025, the Class D rate for outside customers was $5.28 per 100 cubic feet, which is equivalent to $7.06 per 1,000

gallons. Therefore, the applicable rate for sewage delivered by Bryan County based on the Savannah sewer rate schedule with the 33% discount described in the paragraphs above, following January 1, 2025, is $4.73 per 1000 gallons.

Section 8 - *Sewer Treatment* of the 2020 SSA shall be deleted in its entirety and is hereby amended to read as follows:

8. Sewage Treatment. Savannah will accept for treatment domestic strength sanitary sewage, including pretreated industrial process and non-process wastewater, delivered by Bryan County to a force main delivery point located in the vicinity of the Effingham County-Savannah border near Old River Road and Interstate 16 (the "Sewage Delivery Point"). Said sewage shall be limited solely to sewage which originated from sewer customers located within current (as of the date of this Agreement) corporate limits of Bryan County which area is delineated in Exhibit 1 of the 2020 SSA.

The delivered sewage shall contain no toxic materials which would interfere with Savannah's or Bryan County's biological treatment processes, and delivered sewage shall have characteristics which do not exceed the parameter thresholds as listed in Exhibit "D".

Delivered sewage shall contain no toxic material or other characteristics which may interfere with Savannah's pumping, transport, or treatment processes whether or not specifically identified above. Both Parties hereby acknowledge and agree that GAEPD shall be the control authority for the Bryan County POTW, including HMGMA and HL-GA, which discharge into the North Bryan WRF and/or into Bryan County's sewer collection system for conveyance to Savannah for treatment at the Travis Field WRF on a temporary basis. GAEPD and Bryan County shall be responsible for requiring any industrial treatment necessary to comply with the thresholds values as listed in Exhibit "D" and any other conditions in accordance with GAEPD industrial pretreatment permit issued to industrial customers within Bryan County's service area.

Bryan County and GAEPD shall be responsible for requiring industrial users to install monitoring stations and equipment at locations as necessary to adhere to the sampling conditions for "Industrial Pretreatment System Effluent" and "Significant Industrial User Effluent – End of Pipe – Combined Total Effluent" as presented in Exhibit "D". Bryan County shall be responsible for installing a monitoring station and equipment near the existing Savannah Transfer Pump Station, adjacent to the North Bryan WRF, to sample and report the "Combined Wastewater - End of Pipe - Local Government Transfer" parameters at least once every 3 months, or quarterly, starting thirty (30) calendar days following commencement of flow to Savannah to demonstrate compliance. If the City desires to obtain additional water quality testing from the Bryan County EQ tank or transfer pump station at frequencies exceeding those prescribed in the Agreement, Bryan County staff will coordinate with, and make access available to, COS staff such that the City can collect samples for testing.

The monthly average amount of acceptable sewage that may be delivered on a daily basis by Bryan County ("Monthly Average") is 850,000 gallons per day (gpd). In no event shall Savannah

be obligated to accept in excess of the Monthly Average flow of 850,000 gpd or any other flow condition other than as outlined in the "Flow Management Plan Memo".

Following mutual agreement of both Parties of terms to be addressed in a future amendment to this Agreement to allow Savannah to transport sewage to the Sewer Delivery Point for treatment by Bryan County, and upon the reversal of flow, Bryan County will accept for treatment domestic strength sanitary sewage, including pretreated industrial process and non-process wastewater, delivered by Savannah to a force main delivery point located in the vicinity of the Effingham County-Savannah border near Old River Road and Interstate 16 (the "Sewage Delivery Point"). Said sewage shall be limited solely to sewage which originated from sewer customers located within Chatham County.

Delivered sewage shall contain no toxic material or other characteristics which may interfere with Bryan County's pumping, transport, or treatment processes whether or not specifically identified above.

Both Parties hereby acknowledge and agree that until such time as Bryan County obtains the required permit authority from GAEPD to manage an Industrial Pretreatment Program (IPP), GAEPD shall be the control authority for issuing industrial pretreatment permits to significant industrial users located within Savannah whose wastewater will be conveyed to Bryan County for treatment and disposal.

The two Parties agree to share all data and information related to the administration of the IPP activities with either GAEPD as the current control authority or Bryan County as a potential future control authority. Such information should include but not be limited to (i) an inventory of all industrial users, (ii) results of all water quality test results, (iii) copies of all pretreatment permits issued by the control authority, and (iv) the origin, volume, and nature of all non-domestic flows.

Savannah and GAEPD shall be responsible for requiring industrial users to install monitoring stations and equipment at locations as necessary to adhere to the sampling conditions for "Industrial Pretreatment System Effluent" and "Significant Industrial User Effluent – End of Pipe – Combined Total Effluent" as presented in Exhibit "D". Savannah shall be responsible for installing a monitoring station and equipment near Sewer Service Delivery Point, to sample and report the "Combined Wastewater - End of Pipe - Local Government Transfer" parameters at least once every 3 months, or quarterly, starting thirty (30) calendar days following commencement of flow from Savannah to Bryan County to demonstrate compliance. If Bryan County desires to obtain additional water quality testing from Savannah at the Sewer Service Delivery Point or upstream transfer pump station at frequencies exceeding those prescribed in the Agreement, Savannah staff will coordinate with, and make access available to, Bryan County staff such that Bryan County can collect samples for testing.

The maximum amount of acceptable sewage that may be delivered by Savannah in any month is 2.0 MGD. In no event shall Bryan County be obligated to accept in excess of an annual average of 2.0 MGD. Both Parties further agree that prior to commencement of flow from Savannah to Bryan County, a new Flow Management Plan must be prepared by Savannah and accepted by Bryan County to ensure proper management and pacing of sewer flows so as not to overwhelm the Bryan County conveyance system.

Both Parties agree that non-compliance with applicable GAEPD or Bryan County industrial permit requirements, as applicable, GAEPD relinquishing control authority status without Bryan County replacing them as the control authority, failure to abide by the "Flow Management Plan", and/or failure to comply with the threshold values or monitoring requirements set forth in Exhibit "D" shall authorize Savannah or Bryan, as applicable based on the Party receiving wastewater for treatment, to increase the required frequency of monitoring and either (i) apply a multiplier not to exceed 1.5 times the consumption rate as stipulated in Section 6 of the 2020 SSA to the non-compliant flow(s), or (ii) suspend the discharge of wastewater conveyance, after providing a minimum of 12 hours of notice to respective Party, until such time as the two Parties agree to re-commence wastewater discharge and conveyance.

Both Parties acknowledge and agree that the Travis Field WRF is the primary sewage treatment facility for various customers inclusive of North Bryan County, City of Savannah, and multiple Chatham County municipalities via a designated sewer service area for which no other sewage treatment options are available. As such, Savannah shall have primary discretion as to the suspension of sewage discharge to the Travis Field WRF due to non-compliance. Accordingly, Bryan County shall enforce any reasonable and lawful means via a directive from Savannah to suspend flow from a non-compliant customer including placement of plug in a sewer main to stop flow. Upon reversal of flows from Savannah to Bryan County, both Parties acknowledge and agree that the North Bryan WRF will be the primary sewage treatment facility for various customers inclusive of portions of the City of Savannah service area, Bryan County, other wholesale customers, and municipalities via a designated sewer service area for which no other sewage treatment options are available. As such, following reversal of flows, Bryan shall have primary discretion as to the suspension of sewage discharge to the North Bryan WRF due to non-compliance. Accordingly, Savannah shall enforce any reasonable and lawful means via a directive from Bryan County to suspend flow from a non-compliant customer including placement of plug in a sewer main to stop flow.

NO MERGER; MODIFICATION. Except as expressly set forth herein, all other terms and provisions of the Agreement remain in full force and effect, and have not been modified, changed or waived in any way.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Bryan County and Savannah have caused this First Amendment to be executed by their proper corporate officers with their seals duly attached and attested to as of the day and year first written above.

Executed in the presence of:

Witness

Notary Public

GWENDOLYN B. JONES
My Commission Expires
NOTARY PUBLIC
June 12, 2028
CHATHAM COUNTY, GEORGIA

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA

By: _____
City Manager

Attest: _____
Clerk of Council

(SEAL)

CITY OF SAVANNAH, GA
INCOR 1789

Executed in the presence of:

Witness

Notary Public

MONAISA D WILLIAMS
NOTARY PUBLIC
Comm. Exp. 02/09/26
BRYAN COUNTY, GA

BRYAN COUNTY, GEORGIA

By: _____
Carter Infinger
Chairman of the Board

Attest: _____
Lori Tyson
County Clerk

(SEAL)

BRYAN COUNTY GEORGIA
BOARD OF COMMISSIONERS

Bryan County Board of Commissioners

P.O. Box 430 Pembroke Georgia 31321-0430

Phone: (912) 653-5252 Fax: (912) 653-4691

EXHIBIT "A"

September 20, 2022

Mr. Joseph Melder

City Manager
City of Savannah
PO 1027
Savannah, GA 31406

RE: Bryan County – City of Savannah Sewer Service Agreement
Sanitary Sewer Flow Increase Request

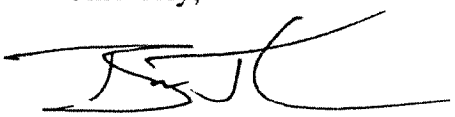
Dear Jay,

As you know the Joint Development Authority has recently entered into an agreement with Hyundai whereby the Bryan County Mega-site has been officially designated as their new car manufacturing facility in Georgia. In anticipation of the Mega-site development along with its far-reaching opportunities for growth not just in Bryan County but for the region, Bryan County and the City of Savannah entered into a Sewer Service Agreement dated December 8, 2020 in order to provide a means for processing wastewater for the projected growth. In conjunction with the Agreement, Bryan County has recently awarded a construction contract for the installation of the 18-inch sewer force main that will provide the connection between the two systems.

In addition, based on the aggressive production ramp-up schedule that Hyundai has recently provided for its manufacturing facility, the County will need to exercise the maximum flow limits as enumerated in the Agreement as soon as possible. Section 1.c. of the Agreement permits Bryan County to request an additional sewer conveyance and treatment capacity of 500,000 GPD above the initial flow of 350,000 GPD contemplated in Section 1.b. for a total flow of 850,000 GPD. The Agreement states that additional flow would be available within one year of a mutually agreed upon start date following the announcement of the Mega-site project.

As such, please accept this letter as Bryan County's request to increase its allocation in accordance with the Agreement in order to provide the necessary sewer service for the project. We look forward to continuing our partnership with you and the City in this endeavor and beyond as we prepare for the exciting growth potential of the region.

Sincerely,



Ben Taylor
Bryan County Administrator

SAVANNAH
savannahga.gov

Office of the
City Manager

EXHIBIT "B"

October 13, 2022

Mr. Ben Taylor, County Administrator
Bryan County Board of Commissioners
PO Box 430
Pembroke, GA 31321

Subject: Bryan County – City of Savannah Sewer Service Agreement Sanitary Sewer Flow Increase Request

Dear Ben:

The purpose of this letter is to respond to your subject request as stated in a letter to me dated September 20, 2022. The City has reviewed the Bryan County – City of Savannah Sewer Service Agreement, Section 1.b. in connection with your stated request in the September 20, 2022 letter. Based on our review, the City is agreeable to your request to increase the conveyance and treatment capacity to a total flow of 850,000 gallons per day (GPD) with an associated peak flow of 1,800 gallons per minute (GPM). In addition to the provisions as set forth in the aforementioned Sewer Service Agreement, the City approves this request with the following stipulations as previously discussed with County staff and Thomas & Hutton:

- Bryan County will develop an operational plan and sewage flow management plan for the future Regional Forcemain (RFM) that will utilize the proposed 2.5 million gallon equalization basin to be built by Bryan County to manage the flow of sewage to the receiving manhole at the Savannah Chatham Manufacturing Center (SCMC) site.
- The City and Bryan County will agree upon the proposed flow management plan prior to implementation and commencement of sewage conveyance to the connection point at SCMC.

In addition to supporting your request as stated in the September 20, 2022 letter, this letter serves as the City of Savannah's intent to confirm its desire to secure 1.0 million gallons per day (MGD) of treatment capacity at the Bryan County WRF upon completion of the facility in 2025 in accordance with Section 10 of the Sewer Service Agreement. It is the City's understanding that some additional capacity could be available within the initial 5.0 MGD capacity that is planned in association with the completion of the first phase of WRF construction in 2025. In consideration of the City's support of your request for 850,000 GPD of total flow to the Travis Field WRF, the City requests that Bryan County favorably consider the allocation of any additional capacity at the Bryan County WRF to the City beyond the committed initial allocation of 1.0 MGD as per Section 10. This request for favorable consideration of additional capacity in the short term is in addition to a future

request from the City of Savannah to increase its total capacity allocation at the Bryan County WRF up to 2.0 MGD in accordance with Section 10 of the Agreement meaning the City could seek a capacity allocation that was greater than 2.0 MGD, if Bryan County was agreeable.

Please contact me with any questions regarding the contents of this letter or Ron Feldner with the City of Savannah at 912-547-5994 or via email at Ronald.Feldner@savannahga.gov.

Sincerely,

Joseph Melder, City Manager

CC: Heath Lloyd, Assistant City Manager
Ron Feldner, Water Resources Director

P.O. BOX 1027, SAVANNAH, GA 31402
PHONE 912.651.6410 TDD 912.651.6702 FAX 912.651.6408 SAVANNAHGA.GOV

EXHIBIT "C"

BRYAN COUNTY
WATER & SEWER UTILITY DEPARTMENT

51 North Courthouse Street
P.O. Box 1071
Pembroke, Georgia 31321
912-653-3893
(Fax) 653-3864

66 Capt. Matthew Freeman Drive
Suite 201
Richmond Hill, Georgia 31324
912-756-7962
(Fax) 756-7951

FLOW MANAGEMENT/TESTING MEMORANDUM

TO: Ron Feldner, PE - Chief of Water Resources, City of Savannah (COS)

FROM: Kirk Croasmun, PE - Director of Engineering, Bryan County

CC: Shawn Rosenquist (COS), Matt Gilmore (Bryan Co.), Trent Thompson (T&H), Matt Frazier (T&H)

DATE: August 29, 2024

PROJECT: **Bryan County/Savannah Regional Force Main**
Sewer Flow Management and Sewer Use Ordinance

Purpose

This memo is to notify and to provide confirmation to the City of Savannah (COS), that Bryan County's sewer collection and conveyance system is complete and ready to commence transfer of wastewater to the COS in accordance with our Sewer Service Agreement executed December 8, 2020. Pursuant to Paragraph 8 of said Agreement, it is our understanding that Savannah is in the process of finalizing its Industrial Pretreatment Permit ("Permit") with Hyundai Motor Group Metaplant America (HMGMA). Furthermore, it is our understanding that the City has provided HMGMA with several remaining conditions outlined in your email of August 26, 2024, including confirmation from Bryan County that measures for flow management, pacing of sewer conveyance, and other conditions of the Agreement are in place.

Flow Management and Pacing

On June 6th, 2024, Bryan County received a memorandum from Shawn Rosenquist, which outlined the conditions and characteristics of Savannah's downstream sewer system from the Southwest Quadrant (SW Quad) of I-16 and I-95 to your Travis Field Water Reclamation Facility (WRF). It is our understanding that based on the phased implementation of sewer conveyance in the SW Quad area, the capacity of City Lift Station 212 (LS212), which sewer flows from Bryan County will discharge upstream of, temporarily exceeds the capacity of the City's downstream Lift Station 193 (LS193). We also understand that the COS is in the process of upgrading its conveyance

system, and until such time as that system is improved, Bryan and the COS must coordinate on the management and pacing of sewer flows from Bryan County. For the purpose of this memorandum, and understanding between the City and County, this period of time until Savannah's downstream system is upgraded shall be referred to as "Phase 1".

Outline of Flow Management and Pacing Plan

Since June 6, 2024, the City and Bryan County have shared options and procedures for managing flow through the I-16 regional force main to Savannah's downstream system. On July 24th, 2024, Bryan County and the COS conducted a joint trial run "stress test" of the conveyance system to test both the downstream system capacities as well as Bryan's operational procedures to pace sewer pumping rates through the force main. This stress test was successfully completed to the satisfaction of both parties, and Bryan is now ready to commence operation of its system under the following plan:

1. Bryan County will receive domestic and pretreated industrial wastewater from HMGMA and domestic wastewater from other customers. This combined wastewater stream will be collected and stored in the 2.5 million gallon (MG) equalization (EQ) tank at the North Bryan WRF.

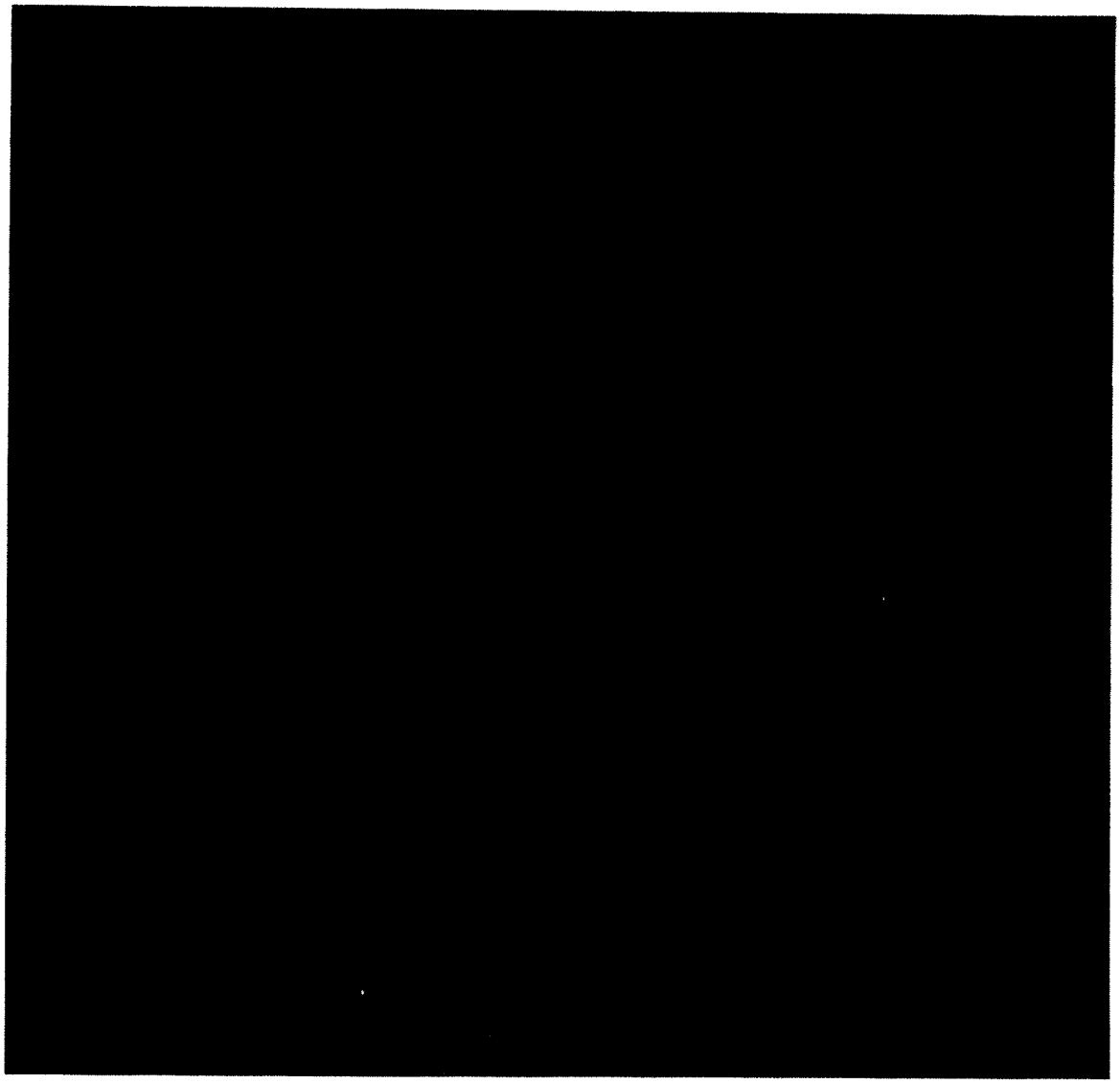
2. In accordance with the Agreement, the City will accept and treat wastewater, subsequent to Phase 1 as outlined below, up to a daily average flow of 0.85 million gallons per day (mgd), or approximately 590 gallons per minute (gpm), with peak flow not to exceed 1,600 gpm.

3. During Phase 1, Bryan County will throttle flow by partially closing a valve between the County's EQ tank and the County's transfer pump station to prevent the sewage flow rates at the City's Service Delivery Point (see Agreement, location of future sewer meter station at I-16 and Effingham-Chatham County Line) from exceeding 1,000 gpm until the LS193 FM is complete.

    a. The County concurs with the City's hydraulic model, which estimates indicate that a flow rate from the County's EQ tank to the County's transfer pump station of approximately 800 gpm or alternatively a flow rate that creates less than 2 minutes of pump-on cycle time at the County's transfer pump station, should maintain an acceptable effluent flow at the City's Service Delivery Point.

    b. The County will continue to monitor and assess the procedures for pacing sewer flow rates, and will coordinate with the City to make adjustments as necessary to maintain the agreed upon flow management strategy throughout Phase 1.

4. Following Phase 1, Bryan County and Savannah will coordinate to amend this flow management plan to permit a higher maximum flow rate in the I-16 regional sewer force main up to maximum allowed by the Agreement.



For the purpose of the First Amendment to the 2020 Sewer Service Agreement (SSA), the paragraphs above are hereby redacted as the terms and conditions provided therein are now supersced by the First Amendment.

Exhibit "D"

Wastewater Characterization/Description		Combined Wastewater - End of Pipe - Local Government Transfer		Industrial Pre-Treatment System Effluent				Significant Industrial User Effluent - End of Pipe - Combined Total Effluent Non-Process, Non-Categorical, Domestic, and Pretreatment System Effluent			
		Threshold Values	Sample Frequency - Normal Operations	Threshold Values		Sample Frequency - Trial Period	Sample Frequency - Normal Operations	Threshold Values		Sample Frequency - Trial Period	Sample Frequency - Normal Operations
Parameter	Units	Monthly Average[1]	Sample Frequency - Normal Operations	Maximum Daily[2]	Monthly Average[2]	Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations	Maximum Daily[3]	Monthly Average[3]	Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations
Flow	gpd	850,000	1/day (metered at "Service Delivery Point")	400,000	400,000	1/ day (metered) & 1/minute (continuous)	1/ day (metered) & 1/minute (continuous)	425,000	425,000	1/day (metered)	1/day (metered)
Parameter	Units	Maximum and Minimum Values	Sample Frequency - Normal Operations	Maximum Daily Threshold Value		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations	Monthly Average Threshold Value		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations
pH	S.U.	-	1/Quarter	9.0 (max)	6.0 (min)	1 / Day (grab) & 1 / Minute (continuous)	1 / Day (grab) & 1 / Minute (continuous)	9.0 (max)	6.0 (min)	1 / Day (grab) & 1 / Minute (continuous)	1 / Day (grab) & 1 / Minute (continuous)
TDS	mg/L	-	1/Quarter	1,500 (absolute max) - 500 (max 30-day range)		1 / Day (grab)	1 / Day (grab)	1,500 (absolute max) - 500 (max 30-day range)		1 / Day (grab)	1 / Day (grab)
Specific Conductivity	µS/cm	-	1/Quarter	2,400 (absolute max) - 800 (max 30-day range)		1 / Minute (continuous)	1 / Minute (continuous)	2,400 (absolute max) - 800 (max 30-day range)		1 / Minute (continuous)	1 / Minute (continuous)
Parameter		Maximum Value (mg/L)	Sample Frequency - Normal Operations	mg/L	lbs	Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations	Maximum Daily Threshold Value		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations
BOD_5		500	1/Quarter	300	1,001	1 / Week	1 / Month	300		1 / Week	1 / Month
COD		750	1/Quarter	500	1,668	1 / Day	1 / Week	500		1 / Day	1 / Week
TSS		500	1/Quarter	280	935	1 / Day	1 / Week	200		1 / Day	1 / Week
NH_3		50.0	1/Quarter	32.0	107.0	1 / Day	1 / Week	15.0		1 / Day	1 / Week
Phosphorus (T)		5.0	1/Quarter	4.0	14.0	1 / Day	1 / Week	4.0		1 / Day	1 / Week
HEM (Fats, Oil, and Grease)		100	1/Quarter	100	-	1 / Week (Grab)	1 / Week (Grab)	100		1 / Week (Grab)	1 / Week (Grab)
Cyanide		0.082	1/Quarter	0.165	0.551	1 / Week (Grab)	1 / Week (Grab)	0.10		1 / Week (Grab)	1 / Week (Grab)
Cadmium (T)		0.008	1/Quarter	0.008	0.027	1 / Day	1 / Month	0.004		1 / Day	1 / Month
Chromium (T)		0.26	1/Quarter	0.26	0.87	1 / Day	1 / Month	0.26		1 / Day	1 / Month
Copper (T)		0.18	1/Quarter	0.14	0.47	1 / Day	1 / Month	0.14		1 / Day	1 / Month
Lead (T)		0.06	1/Quarter	0.058	0.194	1 / Day	1 / Month	0.050		1 / Day	1 / Month
Nickel (T)		0.5	1/Quarter	0.397	1.325	1 / Day	1 / Month	0.400		1 / Day	1 / Month
Silver (T)		0.2	1/Quarter	0.11	0.37	1 / Day	1 / Month	0.11		1 / Day	1 / Month
Zinc (T)		0.35	1/Quarter	0.274	0.915	1 / Day	1 / Week	0.30		1 / Day	1 / Week
Total Toxic Organics			Semiannually or More Upon Request	2.13	7.11	Semiannually or More Upon Request	Semiannually or More Upon Request	2.13		Semiannually or More Upon Request	Semiannually or More Upon Request
Arsenic	mg/L	0.15	1/Quarter	-		-	-	0.077		1 / Day	1 / Month
Mercury	mg/L	0.01	1/Quarter	-		-	-	0.002		1 / Day	1 / Month
Georgia Priority Pollutants		-	Semiannually or More Upon Request	-		Semiannually or More Upon Request	Semiannually or More Upon Request	-		Semiannually or More Upon Request	Semiannually or More Upon Request
PFAS		-	Upon Request	-		Upon Request	Upon Request	-		Upon Request	Upon Request
Parameter	Units	Maximum Value (mg/L)	Sample Frequency - Normal Operations	Maximum Daily		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations	Maximum Daily		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations
Molybdenum	mg/L	0.08	1/Quarter	-		-	-	0.043		1 / Day	1 / Month
Total PAH	mg/L	-	-	-		-	-	0.10		1 / Day	1 / Month

Selenium	**mg/L**	0.08	1/Quarter	-	-	-	0.06	1 / Day	1 / Month
Total Phenol	mg/L	-	-	-	-	-	1.00	1 / Day	1 / Month
Benzene	**mg/L**	-	-	-	-	-	0.01	1 / Day	1 / Month
Ethylbenzene	mg/L	-	-	-	-	-	0.30	1 / Day	1 / Month
Xylene	**mg/L**	-	-	-	-	-	0.50	1 / Day	1 / Month
Toluene	mg/L	-	-	-	-	-	0.70	1 / Day	1 / Month
TOC	**mg/L**	-	-	-	-	-	200	1 / Day	1 / Month
Residual Chlorine	mg/L	-	-	-	-	-	4.0	1 / Day	1 / Month
Surfactants	**mg/L**	-	-	-	-	-	100	1 / Day	1 / Month
Chloride	mg/L	-	-	-	-	-	250	1 / Day	1 / Month
Sulfate	**mg/L**	-	-	-	-	-	500	1 / Day	1 / Month

Notes

1 Pursuant to the terms of the BC-COS IGA, the City of Savannah agrees to provide sewer conveyance and treatment capacity for up to 850,000 gpd, and BC shall not exceed a maximum pumping rate of 1,800 gpm. Furthermore, both parties agree that flow from BC to COS shall follow the conditions outlined in the Flow Management Plan memorandum from BC to COS dated August 28, 2024, which describe use of BC's EQ tank, transfer pump station, and operational procedures to be employed to pace the sewer discharges into COS system. Once flow is reversed, and COS conveys wastewater to BC pursuant to the First Amendment to the 2020 SSA, Article 8, Savannah's Monthly Average flow rate shall be 2.0 million gallons per day (MGD) and COS shall submit a Flow Management Plan to BC for review and acceptance.

2 Maximum Daily Flow Rates and Monthly Average Daily Flow Rates for the discharges for Industrial Pretreatment Systems are based on the Draft modified HMGMA Industrial Pretreatment Permit unsigned and unissued by City of Savannah, dated November 7, 2024. It is assumed these flow rates will also apply to HL-GA Battery Company, LLC (HL-GA) as well. Between the two facilities the combined allowable industrial pretreatment effluent from the Bryan County Megasite shall be 800,000 gpd.

3 Maximum Daily Flow Rates and Monthly Average Daily Flow Rates for the discharges for Combined Significant Industrial Users (i.e. HMGMA and HL-GA) are based on a combined industrial pretreatment effluent and non-process non-categorical domestic flow rate of up to 425,000 gpd. Between the two facilities the combined allowable industrial pretreatment effluent from the Bryan County Megasite shall be 850,000 gpd.

4 "-" indicates that the parameter, constituent, or testing requirement is not applicable.

APPENDIX D – Hyundai Motor Group Metaplant America LLC Sewer Service Agreement

STATE OF GEORGIA)
)
COUNTY OF BRYAN)

WATER, WASTEWATER, AND RECLAIMED WATER SERVICE AGREEMENT

THIS WATER, WASTEWATER, and RECLAIMED WATER SERVICE AGREEMENT (this "Contract") is made and entered into this 14 day of November, 2023 by and between BRYAN COUNTY, GEORGIA, a political subdivision of the state of Georgia (hereinafter referred to as "County") and HYUNDAI MOTOR GROUP METAPLANT AMERICA, LLC, a Delaware limited liability company (hereinafter referred to as "Buyer" or "HMGMA"). The parties hereto are referred to individually as "Party" and collectively as "Parties".

WITNESSETH

In consideration of the mutual agreements, covenants and obligations herein set forth, and the mutual benefits and reciprocal advantages to be received, the receipt and sufficiency of which are acknowledged, the Parties hereto agree and bind themselves, their successors and assigns as follows:

ARTICLE 1
RECITALS

1.1 The County owns, operates, and maintains transmission and distribution facilities for the delivery of WATER to its customers.

1.2 The County owns, operates, and maintains collection, conveyance, treatment, and disposal facilities for the transportation and treatment of WASTEWATER for its customers.

1.3 The County owns, operates, and maintains conveyance facilities for the delivery of RECLAIMED WATER to its customers.

1.4 The Buyer intends to receive, utilize, and pay for WATER, RECLAIMED WATER, and for the treatment and disposal of WASTEWATER upon the terms and conditions hereinafter set forth.

1.5 The County is willing to provide WATER, RECLAIMED WATER, and WASTEWATER treatment and disposal services to the Buyer in accordance with this Contract.

1.6 The County and the Buyer desire by this Contract to define the terms, conditions, obligations, and remedies with respect to the purchase and sale of such WATER, RECLAIMED WATER, and WASTEWATER treatment and disposal services.

ARTICLE 2
DEFINITION OF TERMS

Unless the context clearly indicates otherwise, each of the following terms as used in this Contract shall have the following meaning:

2.1. "DEPARTMENT" shall mean Bryan County Water and Sewer Department, a department of BRYAN COUNTY, GEORGIA.

2.2. "Bryan County Water System" or "Water System" shall mean all facilities, piping, structures,

equipment, controls, improvements, and property owned by the County and used to any extent to produce, treat, receive, store, regulate, measure and transport water which is used to serve the Buyer.

2.3. "Bryan County Reclaimed Water System" or "Reclaimed Water System" shall mean all facilities, piping, structures, equipment, controls, improvements, and property owned by the County and used to any extent to produce, store, regulate, measure and transport reclaimed water which is used to serve the Buyer.

2.4. "Bryan County Wastewater System" or "Wastewater System" shall mean all facilities, piping, structures, improvements, equipment, controls, and property owned by the County and used to any extent to collect, receive, convey, store, treat, regulate, measure, transport, and dispose of wastewater which is generated or produced by Buyer.

2.5. "Buyer's Water System" shall mean all facilities, piping, structures, equipment, controls, improvements, and property owned by the Buyer and used to serve buildings, facilities, processes, fire protection, or other uses beyond the Water Delivery Points.

2.6. "Buyer's Wastewater System" shall mean all facilities, piping, structures, equipment, controls, improvements, sanitary sewer collection systems, pretreatment systems, and property owned by the Buyer and used to collect and convey wastewater from buildings, facilities, processes, or other uses of the Buyer to Wastewater Delivery Points.

2.7. "Buyer's Reclaimed Water System" shall mean all facilities, piping, structures, equipment, controls, improvements, ponds, irrigation systems, and property owned by the Buyer and used to irrigate greenspaces, landscaping, or other uses of the Buyer beyond the Reclaimed Water Delivery Point. Reclaimed or reuse quality effluent provided by County to Buyer shall be used for irrigation purposes only. Any additional uses shall be subject to an amendment to this Agreement and approval by the Georgia Environmental Protection Division (GA EPD).

2.8. "GA EPD" shall mean the Georgia Environmental Protection Division of the Department of Natural Resources or its successor agency, if any.

2.9. "FISCAL YEAR" shall mean the twelve-month period beginning January 1 ending December 31, or other such twelve-month period determined from time to time by the County.

2.10. "Peak Hourly Water Delivery Rate" shall mean a maximum flow of up to 3,000 gallons per minute during peak daily demands delivered to each Water Delivery Point (combined maximum flow up to 6,000 GPM) for a period not exceeding 2 hours.

2.11. "Maximum Water Monthly Average" shall mean 3,000,000 gallons per day (GPD) measured on a monthly average basis.

2.12. "METER" shall mean any device used to measure WATER or RECLAIMED WATER delivered to the Buyer by the County.

2.13. "METERED WATER DELIVERED" shall mean the amount of WATER as measured by meter devices described in Article 9 which is recorded as delivered to the Buyer's POINT OF DELIVERY.

2.14. "METERED RECLAIMED WATER DELIVERED" shall mean the amount of RECLAIMED WATER as measured by meter devices described in Article 9 which is recorded as delivered to the

Buyer's POINT OF DELIVERY.

2.15. "WASTEWATER DELIVERED" shall mean the amount of WASTEWATER delivered to the County's POINT OF DELIVERY and shall not be separately metered and shall for the purpose of determining consumptive charges be considered equal in volume to the "METERED WATER DELIVERED" as defined in paragraph 2.11 above.

2.16. "Water Minimum Purchase Quantity" shall mean for any billing period the product of the number of days in the billing period and a minimum WATER usage rate equal to the Stage 1, 2, 3, or 4 Water Minimum Purchase Quantities as prescribed in Article 7.5 to calculate the volume, in gallons, to be charged as a minimum purchase amount for that billing period. The Buyer agrees to pay calculated charges for the Water Minimum Purchase Quantity times the effective consumptive rates regardless of actual usage.

2.17. "MGD" shall mean million gallons per day.

2.18. "POINT OF DELIVERY" shall mean the point at which WATER, RECLAIMED WATER, or WASTEWATER is provided as generally located on Exhibit "1".

a. "Water Delivery Point" shall mean a point of interconnection between the County's Water System and the Buyer's Water System, which is where a Water Metering Station is located as generally shown on Exhibit "1". There will be two (2) Water Delivery Points.

b. "Reclaimed Water Delivery Point" shall be the point immediately downstream (i.e. Buyer side) of the backflow prevention device on the effluent discharge line located near the RECLAIMED WATER holding pond along the I-16 Frontage Road as generally located on Exhibit "1". RECLAIMED WATER will be delivered to the "Reclaimed Water Delivery Point" by the County at atmospheric pressure.

c. "Wastewater Delivery Point" shall be the point at which the Buyer's wastewater force main or sewer line connects to the Bryan County Wastewater System as generally located on Exhibit "1".

2.19. "RECLAIMED WATER" shall mean wastewater effluent which has been treated to reclaimed water standards as defined in the latest revision of the GA EPD publication "Guidelines for Water Reclamation and Urban Water Reuse".

2.20. "WASTEWATER" shall mean all domestic sewage or wastewater as well as all industrial process water discharged into the wastewater system which has been pretreated in accordance with City of Savannah, GA EPD, or Bryan County industrial pretreatment permit, as applicable.

2.21. "WATER" shall mean treated potable water that is in compliance with all federal and state drinking water regulations, including the Safe Drinking Water Act and all existing and future amendments thereto.

2.22. "Water Metering Station" shall mean the metering facility that will house the master water Meter(s) and backflow prevention device(s) which shall be located at the point of interconnection of the County's WATER SYSTEM and the Buyer's water system (i.e. the "Water Delivery Point").

2.23. "US EPA" shall mean the United States Environmental Protection Agency, or any successor agency, if any.

ARTICLE 3
TERM

3.1. This Contract is subject to receipt by the Parties of all approvals required to effectuate the proposed service hereunder, including all necessary authorizations from Federal, State of Georgia, local or municipal agencies, or other governmental authorities. It is expressly understood that all such approvals will be in the form and substance satisfactory to both the County and the Buyer in the exercise of their reasonable, good faith judgement and must be final and no longer subject to appeal; provided, however, that either Party as its option may elect to waive the condition that such approvals be final and/or no longer subject to appeal by the other party.

3.2. This contract will be in full force and effect upon the execution by both Parties and shall run for a period of five (5) years.

3.3. The term of this Contract will be extended automatically for additional, successive terms of five (5) years each, unless either Party delivers to the other Party written notice of the intent to terminate at least sixty (60) days prior to the expiration of the term.

3.4. The County agrees that the guaranteed minimum purchase under Paragraph 7.3 becomes void if all industrial production at the Buyer's Bryan County automotive manufacturing facility (i.e. Hyundai Motor Group Metaplant America) is permanently terminated. In the event of the Buyer's Bryan County facility permanent closure, the Buyer agrees to make a single lump sum termination payment calculated at 3,250,000 gallons per day for each month or portion thereof counted from the date of water and wastewater service termination for eighty-two (82) months. The County and Buyer expressly agree that the aforementioned payment is liquidated damages, and not a penalty, and the actual damages that would be otherwise incurred by the County in the event Buyer permanently closes the Bryan County facility are difficult, or impossible, to ascertain, and that the aforementioned lump sum payment is a reasonable approximation, expressly agreed to by the County and Buyer, of the expected damages. Permanent closure, as used herein, shall mean the cessation of any production by HMGMA for a period of six (6) consecutive months.

ARTICLE 4
OBLIGATIONS OF THE COUNTY

4.1. Subject to all the terms, conditions, and limitations of this Contract, the completion of construction of all water and reclaimed infrastructure, and commencing on the execution of this Contract and continuing through the term of this Contract, the County agrees to sell WATER and RECLAIMED WATER to the Buyer and to deliver WATER and RECLAIMED WATER to the Buyer at the "Water Delivery Point" and "Reclaimed Water Delivery Point", and the Buyer will have the right to purchase and receive WATER and RECLAIMED WATER from the County.

4.2. Subject to all the terms, conditions, and limitations of this Contract, the completion of construction of all wastewater infrastructure, and commencing on the execution of this Contract and continuing through the term of this Contract, the County agrees to accept WASTEWATER from the Buyer, which is delivered by the Buyer to the "Wastewater Delivery

Point" for treatment and disposal, and the Buyer will have the right to purchase and receive WASTEWATER treatment and disposal services from the County.

4.3. The County will operate the WATER SYSTEM, WASTEWATER SYSTEM, and RECLAIMED WATER SYSTEM or cause the same to be operated in a safe, efficient, and economical manner. In addition, the County will maintain the WATER SYSTEM, WASTEWATER SYSTEM, and RECLAIMED WATER SYSTEM in good repair and sound operating condition, ordinary wear and tear and obsolescence in spite of repair, excepted. The County will make all repairs, renewals and replacements that are necessary for the maintenance and operation of the WATER SYSTEM, WASTEWATER SYSTEM, and RECLAIMED WATER SYSTEM consistent with good business and usual operating practices for comparable facilities in the State of Georgia. Either party will notify the other party of any malfunction of the WATER SYSTEM, WASTEWATER SYSTEM, or RECLAIMED WATER SYSTEM related to water, wastewater, and reclaimed water service to Buyer, and the County will make repairs promptly and so notify the Buyer.

4.4. The County and the Buyer will maintain all their respective facilities and appurtenances used for or related to the service to the Buyer. Any normal industry–standard, scheduled preventive or recuperative maintenance requiring that WATER, RECLAIMED WATER, or WASTEWATER delivery or receipt be reduced or interrupted will be determined through prudent management and operations practices.

4.5. Notwithstanding any of the terms of this Contract, in the event the County's WATER or RECLAIMED WATER supply or WASTEWATER treatment and disposal capacity is limited due to Force Majeure, then, in that event, the County shall not be obligated to furnish any specific quantity of WATER or RECLAIMED WATER or rate of water pressure or accept any specific volume of WASTEWATER and shall have the right to restrict or curtail services to the Buyer as it deems necessary, consistent with Article 14 procedures for Force Majeure. The Buyer agrees to impose conservation measures during such period of reduced WATER and RECLAIMED WATER supply or reduced WASTEWATER treatment and disposal capacity.

4.6. Notwithstanding any terms of this Contract, in the event WATER SYSTEM, WASTEWATER SYSTEM, and RECLAIMED WATER SYSTEM becomes inoperable, in whole or in part, due to Force Majeure, the County shall not be obligated to furnish any specific quantity of WATER or RECLAIMED WATER or rate of water pressure or accept any specific volume of WASTEWATER and shall have the right to restrict or curtail services to the Buyer as it deems reasonably necessary; provided, however, that the County shall use commercially reasonable efforts to restore full services within a reasonable period of time and the Buyer shall be treated no worse than any other customer of the County affected by Force Majeure. Buyer shall be provided a credit against any minimum payment due hereunder for any loss of service only if service interruption due to Force Majeure extends longer than 72-hours. It is further agreed that the County will notify the Buyer, by telephone and/or email, immediately upon the occurrence of emergency restrictions, curtailments or interruptions and will provide notice at least forty–eight (48) hours prior to the occurrence of regularly scheduled restrictions, curtailments, or interruptions.

ARTICLE 5
OBLIGATIONS OF THE BUYER

5.1. The Buyer agrees to provide the County, without any cost, any rights–of–way and easements that may be required over, on, in or under the Buyer's property, necessary or incidental to the installation, maintenance and removal of local WATER SYSTEM, WASTEWATER SYSTEM, and RECLAIMED WATER SYSTEM facilities, including without limitations, structures, piping,

tanks, piping, valves, hydrants, equipment, controls, telemetry, together with all necessary appurtenances deemed essential or desirable by the County for the delivery of WATER, RECLAIMED WATER and WASTEWATER treatment and disposal services to the Buyer.

5.2. The Buyer represents and warrants to the County as a material inducement to the County's execution of this Contract that the execution and implementation of this contract by the Buyer does not violate any covenant or agreement of the Buyer under the proceedings provided for the issuance of its notes and obligations or any other agreement to which the Buyer is a party, nor constitute an event of default thereunder.

5.3. The Buyer shall be responsible for timely payment of the rates and charges defined in Article 7 of this contract.

5.4. The Buyer will operate its private water, sewer, and reclaimed systems or cause the same to be operated in a safe, efficient, and economical manner. In addition, the Buyer will maintain its private water, wastewater, and reclaimed water systems in good repair and sound operating condition, ordinary wear and tear and obsolescence in spite of repair, excepted. The Buyer will make all repairs, renewals and replacements that are necessary for the maintenance and operation of its private water, wastewater, and reclaimed water systems consistent with good business and usual operating practices for comparable facilities in the State of Georgia. Buyer agrees that reclaimed or reuse quality effluent provided by County to Buyer shall be used for irrigation purposes only. Any additional uses shall be subject to an amendment to this Agreement and approval by the Georgia Environmental Protection Division (GA EPD).

5.5. Should the Buyer require water pressure greater than the minimum monthly average pressure of 40 psi provided by the County, then the Buyer shall be responsible for upgrading their system downstream of the Point of Delivery. Any upgrades or modifications to the Buyer's water system shall be at no cost to the County.

5.6. The Buyer shall install and maintain a GA EPD approved "testable" backflow prevention device, in accordance with the Bryan County Cross Connection and Backflow Prevention Program on the discharge side of each meter serving the Buyer and before the first service connection to the Buyer's water system.

5.7. All necessary backflow prevention devices installed by the Buyer will be owned and maintained by the Buyer in accordance with GA EPD standards, the Bryan County Cross Connection and Backflow Prevention Program, the County's ordinances and regulations, and good practice. Each backflow prevention device installed immediately downstream of the Point of Delivery shall be tested annually by a State of Georgia Backflow Prevention Assembly Tester. A copy of each and every backflow prevention assembly test shall be forwarded to County not less than 30 days after testing.

5.8. All WASTEWATER produced and transported by the Buyer to the "Wastewater Deliver Point" shall be pretreated in accordance with City of Savannah, GA EPD, or Bryan County industrial pretreatment permit, as applicable. County will only accept for treatment, domestic strength WASTEWATER or other WASTEWATER pretreated in accordance with industrial pretreatment permits issued by the City of Savannah, GA EPD, or Bryan County as applicable, and delivered by Buyer. WASTEWATER discharges into Bryan County's WASTEWATER SYSTEM shall conform with the latest revisions of Sec. 30-114 – General Sewer Use Requirements of the Bryan County Code of Ordinances. Discharge limits must also conform to the Bryan County-City of Savannah Sewer Service Agreement, which prohibits

toxic materials which would interfere with Savannah's or Bryan County's biological treatment processes, and shall not exceed the more stringent of either Bryan's or Savannah's current industrial pretreatment requirements, and subject to final approval of industrial pretreatment permits issued by Savannah and GA EPD shall have characteristics which do not exceed the following parameter limits:

Maximum Concentration	
Constituent	**Mg/L**
BOD	300
COD	500
pH	6.0 - 9.0
Fat, Oil, and Grease	100
TOC	200
Total Suspended Solids	200
Arsenic	0.077
Cadmium	0.004
Chromium	0.57
Copper	0.50
Cyanide	0.10
Lead	0.05
Mercury	0.014
Molybdenum	0.043
Nickel	0.61
Total PAH	0.100
Benzene	0.01
Toluene	0.7
Residual chlorine	4.00
Total phenols	21
Selenium	0.17
Silver	0.43
Surfactants	100
Total toxic organics	2.13
Zinc	0.30
Ammonia	15
Phosphorus	10
Elthylbenzene	0.3
Total xylene	0.5
Chloride	250
Sulfate	500

5.9. Buyer shall sample and report each of the above parameters at least quarterly each year, or at the frequency required in the City of Savannah, GA EPD, or Bryan County industrial pretreatment permit, as applicable, to demonstrate compliance.

5.10. Location of sampling points shall be at locations mutually agreed upon by both Parties.

5.11. The maximum amount of acceptable WASTEWATER that may be delivered by Buyer in any month is 0.87 million gallons per day (MGD) gallons per day. In no event shall Bryan County be obligated to accept an average annual daily flow in excess of 0.87 MGD. If at any time

Buyer desires additional capacity in excess of 0.87 MGD, Buyer shall make a written request for said capacity to Bryan County who shall within thirty (30) days notify Buyer of any required modifications, improvements, and/or expansions to the North Bryan WRF necessary to accommodate acceptance of the requested capacity for treatment and disposal of sewage, including the estimated timing required to complete said modifications, improvements, and/or expansions. Bryan County shall have a minimum of up 60 months to complete the required treatment facility improvements necessary to accommodate the Buyer's request for a capacity increase greater than 0.33 MGD.

5.12. Buyer shall adopt and enforce policies to prevent the discharge into its private wastewater system of any materials which by reason of character or quantity are in violation of this Agreement and would:

a. Interfere with the operation or efficiency of the WASTERWATER SYSTEM and treatment systems of Bryan County, or not be susceptible to treatment by the treatment process.

b. In any way cause a violation of any directive, regulation, or permit of GA EPD or the industrial pre-treatment program of Bryan County, City of Savannah, GA EPD, as applicable, or any other regulatory agency.

c. Constitute a hazard to human or animal life due to toxicity, flammable or explosive characteristics of the pollutant(s).

d. Such policies shall be no less stringent than the sewer use provisions of the Bryan County Unified Development Ordinance (UDO) or Engineering Design Manual (EDM), as amended, as adopted pursuant to, and in accordance with, the regulations of the GA EPD or any successor agency.

5.13. Buyer shall notify Bryan County of any violation of the sewer use regulations within 24 hours and take immediate corrective action to stop such violation and minimize the effects of such violation.

5.14. In the event that the County is required by any regulatory agency, or by any law, rule, or regulation, during the course of this agreement, to make improvements to the WASTEWATER SYSTEM, to increase the level of treatment, to undertake a capital maintenance project, or make other improvements to (such as disposal of effluent by land application), or change, or eliminate the discharge of, the facility treating WASTEWATER delivered by Buyer so as to increase the capital or operating costs for providing sewage service under this Contract, then the METERED WASTEWATER DELIVERED consumption charge shall be equitably adjusted. Said equitably adjustments shall be calculated based on the pro rata share of the costs for capital maintenance projects across the County customer bases, and will be reviewed in detail between both parties. For purposes of this section "capital maintenance" shall mean a renewal or replacement of facilities or equipment costing in excess of $250,000.

5.15. Excess wastewater usage means WASTEWATER delivered by Buyer through the "Wastewater Delivery Point", in any month, in excess of the quantities specified in this Article 5.12 of this Agreement, or with characteristics exceeding the maximum concentrations provided in Article 5.8 of this Agreement. Bryan County shall give notice to Buyer of the occurrence of excess wastewater usage. Upon receipt of such notice, Buyer shall immediately take steps to eliminate such excess wastewater usage. If after 30 days of such notice excess wastewater usage continues to occur, Bryan County, at its option, may adjust the METERED WASTEWATER DELIVERED consumption charge to equitably recover additional costs resulting

from of such excess usage and Buyer shall pay charges at such adjusted rates, and/or Bryan County may install physical devices to limit the quantity of WASTEWATER delivered to be within the quantities provided for under this Agreement. In addition, it is agreed that the consumption charge for excess wastewater delivered shall be 1.5 times the WASTEWATER DELIVERED consumption charges defined in Article 7 hereof.

ARTICLE 6
INDEMNIFICATION

6.1. The Buyer will indemnify and hold the County, and the County's elected officials, department heads, departments, contractors, consultants, employees, and agents, harmless from any and all losses, damages, liabilities, judgments, and demands, including damages, interest, and attorneys' fees and expenses, sustained or incurred by the County, from any and all liability to any persons, or for any property damage, incurred by reason or any act of the Buyer, its agents, affiliates, subsidiaries, contractors, subcontractors, and/or employees, in the receiving, use, application, and sale of said WATER or RECLAIMED WATER or disposal or treatment of WASTEWATER on the Buyer's side of the respective POINT OF DELIVERY for each, unless the same shall be due to the gross negligence or willful misconduct of the County, its agents or employees. Neither Party by the operation of this Paragraph waives any rights that it may assert to a statutory limitation of liability against anyone not a party to this Contract.

ARTICLE 7
RATES AND CHARGES

7.1. Monthly rates for water, wastewater, and reclaimed water service for any WATER and RECLAIMED WATER delivered to the Buyer shall be as follows. There shall be no separate monthly charge for WASTEWATER, and the amount of WASTEWATER delivered by the Buyer to the County shall not be separately metered as defined in paragraph 2.13. The consumptive rate for WATER shall include charges WASTEWATER collection, conveyance, treatment, and disposal. WATER, WASTEWATER, and RECLAIMED WATER charges to the Buyer shall commence thirty (30) calendar days following the execution of this Agreement.

a. Water Consumptive Rate: $12.00 per 1,000 gallons

b. Reclaimed Consumptive Rate: $2.50 per 1,000 gallons

7.2. Consumptive Rates (hereinafter "Effective Rates"), as provided for in paragraph 7.1 above, charged by County to Buyer shall be effective for a maximum of five (5) FISCAL YEARS after the date of execution of this Agreement after which time these "Effective Rates" shall be set by the Bryan County Ordinances, as changed from time to time, without any advance notice being required by the County to the Buyer, except as may otherwise be required by law. With equal consideration given to the County's full customer base, in no event shall the Effective Rates applicable to Buyer be less than the minimum amount required to maintain at least a 1.5 Debt Service Coverage Ratio of the County's Water and Sewer Enterprise Fund based on the "Water Minimum Purchase Quantity" and actual average monthly usage of WATER and RECLAIMED WATER by Buyer.

7.3. Regardless of actual WATER delivered to the Buyer by County or WASTEWATER delivered to County by Buyer, the Buyer agrees to pay a minimum monthly charge for water and wastewater services calculated based upon the consumptive rates as listed in Articles 7.1 and 7.2 and the guaranteed "Water Minimum Purchase Quantity" pursuant to Article 7.5,

except as otherwise provided herein.

7.4. Monthly charges for water and wastewater service for any WATER delivered to the Buyer by County or WASTEWATER delivered to County by Buyer over the "Water Minimum Purchase Quantity" shall be based on the actual water usage as metered pursuant to Article 9 and the consumptive rates listed in Articles 7.1 and 7.2.

7.5. Both parties acknowledge and agree that the Buyer's initial water and wastewater usage will be at rates lower than those of full facility operation and will increase in stages commensurate with construction of the HMGMA facility. Both parties further acknowledge and agree that the County has debt service obligations based on the collateralization of infrastructure through the Georgia Environmental Finance Authority (hereinafter "GEFA") based on the Buyer's full facility operation water demands and wastewater generation rates. Therefore, the required "Water Minimum Purchase Quantity" will vary and be applied in four (4) distinct stages as follows:

a. Stage 1 - Shall commence on January 1, 2024 and end on December 31, 2024. Both Parties agree that during this time of facilities start-up and testing accurate metering of water usage is not feasible. Therefore, in lieu of charging monthly consumptive rate charges for WATER, WASTEWATER, and RECLAIMED WATER, Stage 1 shall consist of a water and sewer facilities onetime upfront cost recovery fee of $4,818,000 to cover infrastructure, maintenance, and operations costs for calendar year 2024 (hereinafter "Upfront Payment"). Said "Upfront Payment" to Bryan County shall be made in full no later than January 25, 2024, or by monthly installments of $401,500 paid by the 25th day of each month throughout 2024.

b. Stage 2 - Shall commence on January 1, 2025 and continue until March 31, 2025, at which time Buyer agrees to have all approved meter systems installed, tested, and operational. During Stage 2, WATER and WASTEWATER charges to Buyer shall be based on a "Water Minimum Purchase Quantity" equal to 1,750,000 gpd, and any actual monthly usage of WATER above the Stage 2 "Water Minimum Purchase Quantity" and any actual usage of RECLAIMED WATER.

c. Stage 3 - Shall commence on April 1, 2025 and continue until December 31, 2025, or until the County's first full principal and interest debt service statement is issued by GEFA, whichever comes first. During Stage 3, WATER and WASTEWATER charges to Buyer shall be based on a "Water Minimum Purchase Quantity" equal to 2,500,000 gpd, and any actual monthly usage of WATER above the Stage 3 "Water Minimum Purchase Quantity" and any actual usage of RECLAIMED WATER.

d. Stage 4 - Shall commence on January 1, 2026, or the date the County's first full principal and interest debt service statement is issued by GEFA, whichever comes first, and continue in perpetuity or until the planned future battery manufacturing facility executes a separate Water, Wastewater, and Reclaimed Water Agreement with the County pursuant to Article 7.6. During Stage 4, WATER and WASTEWATER charges to Buyer shall be based on a "Water Minimum Purchase Quantity" equal to 3,250,000 gpd, and any actual monthly usage of WATER by Buyer above the Stage 4 "Water Minimum Purchase Quantity" and any actual RECLAIMED WATER usage.

7.6. Both Parties acknowledge that a future battery manufacturing facility is planned to be located adjacent to the Buyer's HMGMA facility (hereinafter "Battery Joint Venture" or "Battery JV"). Both Parties further acknowledge that the "Battery JV" may be a large user of WATER and WASTEWATER, and the Buyer agrees that the "Battery JV" will be served as a separate customer for WATER, WASTEWATER, and RECLAIMED WATER by the County. Upon

the completion of the "Battery JV" and/or its execution of a Water, Wastewater, and Reclaimed Water Agreement with the County, both Parties agree this Contract may be amended to reduce the "Water Minimum Purchase Quantity" for Stages 2 through 4, as mutually acceptable to both Parties in writing and duly executed by each Party, provided that such reduction, with equal consideration given to the County's full customer base, does not lower the County's Water and Sewer Enterprise Fund Debt Service Coverage Ratio below 1.5 pursuant to Article 7.2 and in no case shall the combined HMGMA/Battery JV Water Minimum Purchase Quantity be reduced less than those as enumerated in Article 7.5, and as follows unless agreed to by both parties:

a. Stage 2 HMGMA 750,000 gpd/Battery JV 1,000,000 gpd
b. Stage 3 HMGMA 1,100,000 gpd/Battery JV 1,400,000 gpd
c. Stage 4 HMGMA 1,450,000 gpd/Battery JV 1,800,000 gpd

7.7 Both Parties agree that if this Contract is amended in the future in accordance with the provisions of Article 7.5, and subsequently the "Battery JV" facility permanently closes and terminates water and wastewater services, then the Buyer's "Water Minimum Purchase Quantity" requirement will revert back to those minimum purchase quantities prescribed in Articles 2.16 and 7.5 as otherwise required by this Contract. Permanent closure, as used herein, shall mean the cessation of any production by the "Battery JV" for a period of six (6) consecutive months.

ARTICLE 8
DELIVERY POINT, FLOW CONDITIONS AND PRESSURE

8.1. The County agrees to deliver WATER to the Buyer at a minimum monthly average pressure of 40 pounds per square inch (PSI) at the at the "Water Delivery Point" up to the "Maximum Water Monthly Average", except in the case of scheduled outages, main breaks, or other unforeseen interruptions or Force Majeure events as prescribed in Article 14.

8.2. The POINT OF DELIVERY and flow conditions under which WATER is delivered by the County to the Buyer shall be as follows:

a. Maximum volume, or "Maximum Water Monthly Average", of WATER delivered shall not exceed 3.0 MGD during any consecutive 24-hour period.

b. Maximum instantaneous rate of flow, or "Peak Hourly Water Delivery Rate", shall not exceed 3,000 gallons per minute (GPM) indicated at the meter in accordance with Article 2.10.

8.3. Buyer shall not take, and County shall not be obligated to deliver WATER at a rate greater than the Maximum Water Delivery Rate. However, for periods during which water is being used for fighting fires to which the Bryan County fire department has responded, County shall endeavor to meet the water rate of flow demands for the duration of such firefighting emergency. Both parties agree the County is not obligated to maintain the minimum pressure to the "Water Delivery Point" specified in Article 8.1 during firefighting emergencies, but the County will endeavor to maintain a minimum pressure of 20 PSI at the "Water Delivery Point" during such events.

8.4. Buyer shall not take, and County shall not be obligated to deliver, WATER in excess of the Maximum Water Monthly Average in any month. Both Parties agree that this Agreement can be amended in the future to allow increases in Water Supply as requested by and

approved by County.

8.5. Buyer agrees that the County will not be obligated to deliver water at a maximum instantaneous rate of flow in excess of the rate specified in Paragraph 8.2.

8.6. The Buyer warrants to the County that its facilities from the "Water Delivery Point" and "Reclaimed Water Deliver Point" to the points of use are capable of handling the normal operating pressures of 40 PSI and that such pressure will not exceed the maximum allowable operating pressure of the Buyer's facilities.

8.7. The Buyer will be required to install, operate, maintain, and pay for such regulating devices and equipment as may be necessary to regulate the quantity and the pressure after delivery to the Buyer.

8.8. The Buyer understands that there may be future changes in water quality characteristics due to alternative sources (i.e. Savannah surface water) being used to provide water to the system. The County shall provide a minimum 6-month notice to the Buyer should an alternative source of water be used to make up the water system demand.

ARTICLE 9
QUALITY AND MEASUREMENT

9.1 All WATER delivered by the County to the Buyer under this Agreement will meet all applicable standards for quality imposed by any federal or State of Georgia agency having jurisdiction over the quality of public drinking water and applicable to the County including US EPA and GA EPD.

9.2 All RECLAIMED WATER delivered by the County to the Buyer under this agreement will meet all applicable standards for quality imposed by any federal or State of Georgia agency having jurisdiction over the quality of reuse water and applicable to the County including US EPA and GA EPD.

9.3 The Buyer will furnish, install, and construct a minimum of two (2) potable water meter stations including all site, yard piping, fencing, building, backflow prevention device(s), master meter(s), pressure transmitters, chlorine analyzer, valves, Supervisory Control and Data Acquisition (SCADA), telemetry, and all other appurtenances required per County meter station specifications. Upon completion and acceptance of the meter station by the County, Buyer will coordinate with the Savannah Harbor-Interstate 16 Joint Development Authority (JDA) to convey ownership of the meter station facility including a minimum 80-foot by 80-foot fee simple transfer of underlying property. County will own, operate, and maintain, the water meter station(s) including all measuring equipment, meters and the meter change-outs, building, valves, piping and required devices of standard type for properly measuring the quantity and pressure of water delivered to the Buyer. Such buildings, infrastructure, equipment, and devices shall be and remain the property of the County. Such meters will be suitable to record the quantity of water delivered each hour and to record the instantaneous pressure at the POINT OF DELIVERY.

9.4 Meters shall be located at sites mutually agreed upon by the Buyer and the County and shall not be removed or relocated by either Party, other than for the purposes of testing, maintenance, or repair, without the prior consent of the other Party.

9.5 The County shall furnish and install a minimum of one (1) reclaimed water meter at a location

to be determined by the County at the North Bryan Water Reclamation Facility.

9.6 The County will maintain its meters in good order and, to this end, will make periodic flow tests including calibration of its meters at intervals of twelve (12) months or at such shorter intervals as may be desirable to the County. If the Buyer is dissatisfied with the accuracy of a meter, it may call upon the County once during the year to have the meter tested at the County's Expense. Requests to verify meter accuracy in excess of once each calendar year will be made at the Buyer's expense. If the meter, when tested, is proven to be in error in excess of the manufacturer's specifications at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, any previous recordings of such equipment shall be corrected for any period which is known definitely or agreed upon. If the period is not known definitely or agreed upon, such correction shall be for a period of one-half (1/2) of the time elapsed since the date of the last test. In either case, the County's billings to the Buyer for the affected period will be adjusted. If the meter, when tested, is proven to be registering within manufacture's specifications at a recording corresponding to the average hourly rate of flow, the meter will be considered by the Parties to be accurate, and no adjustments will be made.

9.7 The Buyer shall have the right to examine metering equipment at any time, provided the Buyer requests and receives approval from the County for access to the metering equipment at least 24 hours in advance. Should the equipment be found to be malfunctioning the County will promptly arrange for the repair or replacement of said metering equipment.

9.8 The County shall give Buyer reasonable advance notice, and Buyer shall have the right to be present at the time of any install, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the meter and other measuring equipment used in measuring devices to the Buyer, provided that the Buyer requests and receives approval from the County in advance of the servicing.

9.9 Both the County and the Buyer will preserve for a period of at least seven (7) years all test data, charts, billing data, and similar records. All installations of measuring equipment applying to or affecting deliveries hereunder, will be made in such a manner as to permit an accurate determination of the quantity of water delivered and ready for verification of the accuracy of measurement. Measurements of the County's meter will be conclusive on the Buyer, except where the meter is defective or fails to register, in either case the County will repair or replace the meter, and the quantity of water delivered while the meter was out of order or failed to register shall be estimated:

a. By using the registration of any check meter if installed and accurately measuring, or in the absence of (a);

b. By correcting the error, if the percentage of error is ascertainable by calibration, test or mathematical calculation, or in the absence of (a) and (b);

c. By estimating the quantity of delivery from deliveries during periods under similar conditions when the Meter was registering accurately.

9.10 An appropriate billing adjustment will be made for the period during which said meter was defective or failed to register. Regardless of meter reading and billing adjustments described herein, at all times minimum monthly charges based on the "Water Minimum Purchase Quantity" pursuant to Article 7 shall be paid by Buyer.

9.11 Testing and calibration of the meters will be performed by the County or an independent testing company and shall conform to the applicable standards of the American Water Works Association (AWWA). To measure water delivered, the County will use a meter which, at a minimum, will conform to the standards for cold water meters adopted by the American Water Works Association (AWWA).

ARTICLE 10
BILLING and PAYMENT

10.1 Conditions permitting, the County will read its meters on monthly intervals.

10.2 Not later than the fifteenth (15th) day of each month, the County will furnish to the Buyer an itemized statement of charges for the amount of water and reclaimed water furnished during the preceding month, and the Buyer will make payment of such bill within thirty (30) days after receipt of the statement of charges unless there is a legitimate dispute as to the accuracy of the statement of charges.

10.3 The statement of charges for water service will be calculated in accordance with this Contract.

10.4 If the Buyer defaults in any such payment or portion thereof, interest thereon will accrue at the maximum statutory rate allowed by the laws of the State of Georgia or twelve percent (12%) per annum, whichever is lower. If such default shall continue for a period in excess of thirty (30) days after notice in writing by the County to the Buyer, the County may, at its discretion, either suspend delivery of water or reduce the volume of water furnished to the Buyer.

ARTICLE 11
BOOKS, RECORDS AND AUDITS

11.1 The County will maintain books and records in accordance with generally accepted accounting principles and with proper utility accounting principles and will cause an annual audit of the books and records of its water system to be made by a certified accounting firm at the end of each FISCAL YEAR.

11.2 During normal business hours and subject to conditions consistent with the conduct by the County of its regular business affairs and responsibility, the County will provide the Buyer or its authorized representatives with access to the County's books, records, and other documents of its water system and, upon request, copies thereof. The Buyer will bear the reasonable cost of any copying or review of such books and records.

11.3 If a review or audit of the County's books and records indicates that adjustments to the Buyer's billing may be warranted, adjustments, if any, will be made only if in a FISCAL YEAR the aggregate amount of the indicated adjustments is five thousand ($5,000.00) dollars or greater. If in a FISCAL YEAR the aggregate amount of adjustments is less than five thousand ($5,000.00) dollars, it shall be deemed immaterial and, at the sole option of the County, such indicated adjustments may or may not be made. This provision shall not be considered as an acceptance by the Buyer of any improper methodology used to compute any rate or charge.

ARTICLE 12
COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS

12.1 The rights, obligations and remedies of the Parties as specified under this Contract will be interpreted and governed in all respects by the laws of the State of Georgia, without regard to conflicts of law or similar principles. Any and all disputes arising hereunder shall be litigated exclusively in the United States District Court for the Southern District of Georgia, Savannah Division, and to the extent such court does not have jurisdiction, the Superior Court of Bryan County, Georgia. Prior to the initiation of any litigation, the party claiming a grievance shall provide written notice to the other party and provide such party thirty (30) days to respond. Thereafter, the parties shall attend a mediation, presided over by a third-party neutral mutually selected by the parties, in a good faith attempt to resolve the dispute. If such mediation fails, the parties thereafter shall have the right to pursue litigation in accordance herewith.

12.2 This contract will be subject to all present and future valid laws or orders, rules and regulations of any regulatory body having jurisdiction over the provision of WATER, RECLAIMED WATER or WASTEWATER by the County.

12.3 The development, construction and operations by the County hereunder will be covered by and restricted by all applicable local, state and federal laws, orders, rules and regulations. Buyer shall further comply with all applicable local, state, and federal laws, orders, rules, and regulations.

12.4 Nothing contained in this Article shall prevent the County or the Buyer from contesting in good faith the applicability or validity of any law, ordinance, order, rule, regulation, or requirement so long as such contest will not materially impair the use of the WATER SYSTEM, RECLAIMED WATER SYSTEM or WASTEWATER SYSTEM.

ARTICLE 13
REMEDIES

13.1 The County may, by suit, action, or proceedings at law or in equity in accordance with Section 12.1 hereof, enforce its entitlement to payment under this Contract and may require the Buyer or any of its officials, officers, employees and agents to perform and carry out its or his obligations to provide for such payments.

13.2 Subject to section 12.1 hereof, upon the occurrence of any event of default or a dispute arising out of this Contract, either the County of the Buyer may proceed with any right or remedy granted by the constitution and the laws of the State of Georgia, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal equitable remedy to protect their rights hereunder, insofar as such may be authorized by law. Nothing contained herein shall be construed to, or is intended to, operate as a waiver of the County's sovereign immunity, which is reserved the greatest extent permissible. Prior to the Buyer bringing any claim against the County, the Buyer must first provide the County written notice of any such claim within thirty (30) days of Buyer's first knowledge of such claim, and provide the County with ninety (90) days to evaluate and consider such written claim.

13.3 Subject to Section 12.1 hereof, the rights herein specified are to be cumulative to all other available rights, remedies, or powers and shall not exclude any such rights, remedies or powers.

ARTICLE 14
FORCE MAJEURE

14.1 If, by reason of Force Majeure, either Party hereto shall be unable, in whole or in substantial part, to carry out its obligations under this Contract, said Party shall in cases of an interruption in service or other emergency event, immediately provide written notice to the other Party and in cases not involving an interruption in service or other non-emergency events, give written notice to the other Party within five (5) business days following the beginning of the Force Majeure Event, in each case giving full particulars of such Force Majeure.

14.2 The obligations of both Parties under this Contract may be suspended at the beginning of the Force Majeure event. Any relief provided under this Article 14 shall be temporary, and upon the Force Majeure event concluding, any obligations of the Parties shall resume in full force and effect, and to the extent any monies were owed by the Buyer to the County during the Force Majeure event and that the payment of such monies was suspended, Buyer shall promptly, and in any event no less than thirty (30) days thereafter, remit payment in full to the County. It is further provided, however, that the disabled Party shall endeavor with all reasonable dispatch to remove or overcome such inability caused by the Force Majeure event; and provided further that the privileges of Article 14 will not affect the obligation of either Party to fulfill those obligations not foreclosed by the Force Majeure event, including making payments for services, as specified in Article 7, prior to and during the Force Majeure event. The County shall treat the Buyer no worse than any other affected customer in case of a curtailment or suspension of services due to Force Majeure.

14.3 Although obligations under this Contract may be temporarily suspended for both Parties because of Force Majeure events, such obligations shall be retained by the County for employment of any water, wastewater, or reclaimed water service capabilities retained in spite of the Force Majeure event. These obligations shall be retained in proportions to the level and quality of water, wastewater, and reclaimed water service capabilities so retained.

14.4 The County agrees that in the event of Force Majeure and to the extent that it is capable of doing so, it will endeavor to provide WATER, WASTEWATER, or RECLAIMED WATER services to the level and quality of its ability in spite of the Force Majeure event. Regardless of the level and quality of service provided in the event of Force Majeure the Buyer will continue to be subject to payment of fees for "Water Minimum Purchase Quantity" pursuant to Article 7, it being expressly agreed by the Owner that its obligations under Article 7 remain unaffected by a Force Majeure event.

14.5 The term "Force Majeure" as employed herein shall mean acts of society, individual and\or groups of persons over whom the Parties exercise no control, such act having major debilitating effects on either or both Parties to fulfil obligations under this Contract. These acts include labor strikes, lockouts or other industrial disturbances that materially prevent the Parties from conducting business, terrorism, acts of public enemy, orders of the Government of the United States, the State of Georgia, or a military authority, insurrection, riots, and other major civil disturbances.

14.6 Force Majeure shall also mean acts of God, epidemics, landslides, sinkholes, earthquakes, non–arsenious fires, lightning strikes, tornados and other violent storms, hurricanes, tidal waves and floods, washouts, explosions, embargoes, supply chain disruptions, substantial partial or total failure of tunnels, pipelines, or other essential elements of the County's WATER SYSTEM, WASTEWATER SYSTEM, and RECLAIMED WATER SYSTEM, or substantial partial or total

failure of essential elements of the Buyer's systems and facilities, affecting the operations of the County or Buyer and the related inability of a party to furnish, obtain, or consume services hereunder.

14.7 Such Force Majeure events or other causes of the unplanned and unscheduled inability of either Party to fulfill its obligations under this Contract shall be causes not reasonably within the control of the Party claiming such inability, and shall not be causes or occurrences the results of which are directly or indirectly the outgrowth of any intentional or negligent act, or of any omission of required or reasonably prudent acts or behavior by the said claimant, including provisions for the security of said claimant's facilities needed to fulfill obligations under this Contract. It being further agreed that no event existing, anticipated, or suspected to exist as of the time of this Contract, including the COVID-19 pandemic, shall be considered to be a Force Majeure event.

ARTICLE 15
ASSIGNMENT

15.1 Except as otherwise provided herein, neither this Contract, nor the duties to be performed hereunder, nor the monies to become due hereunder will be assigned, delegated, or otherwise disposed of by the Buyer without prior written consent of the County, with such consent being in the County's sole and absolute discretion.

15.2 No assignment of this contract will relieve a party of any of its obligations hereunder, unless the other party agrees in writing to such relief, with such agreement being in the other party's sole and absolute discretion. If this Contract should be permitted to be assigned as provided herein, it will be binding upon and shall inure to the benefit of the permitted assignee.

ARTICLE 16
FINAL AGREEMENT

16.1 This Contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, not specified herein regarding this agreement. Buyer, by the signature below, hereby acknowledges that the Buyer has read this agreement, understands it, and agrees to be bound by its terms and conditions.

ARTICLE 17
MISCELLANEOUS

17.1 No delay or failure to exercise a right under this Contract shall impair such right or shall be construed to be a waiver thereof, and any such rights may be exercised from time to time and as often as deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver.

17.2 The Parties agree if any provision of this Contract shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, the parties declare that it shall be severable, and that all remaining provisions of this Contract shall remain in full force and effect.

17.3 Unless otherwise expressly stated, capitalized terms herein will have the meaning defined in this Contract.

17.4 The headings of the sections of this agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

17.5 No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties hereto.

17.6 This Agreement may be signed in several counterparts, each one of which shall be an original and all of which when taken together will constitute one agreement between the parties.

17.7 The Parties acknowledge and agree that they will enter into a separate agreement for the design and painting of the HMGMA logo on the water tower located on the HMGMA project site.

ARTICLE 18
NOTICES AND CORRESPONDENCE

18.1 All notices required hereunder and correspondence pertaining to or affecting the provisions of this Contract will be in writing and will be deemed to have been sufficiently given to the other Party for all purposes hereof if (i) delivered by hand; (ii) sent by registered mail to the Parties at the addresses below; or (iii) sent via email to the contact person identified below, followed by delivery under the method under (i) or (ii) hereof:

If to Bryan County:	Bryan County Board of Commissioners ATTN: Ben Taylor, County Administrator P.O. Box 430 51 North Courthouse Street Pembroke, GA 31321
If to HMGMA:	Hyundai Motor Group Metaplant America, LLC ATTN: Oscar(OhChung) Kwon, President and CEO P.O Box 2781 131 Hutchinson Island Rd Savannah, GA 31421

18.2 If any party changes its address, that Party will give prompt notice of the change to the other Party.

18.3 To encourage communication between the Parties and to facilitate the administration of the obligations and matters contained in this Contract, each Party will name a Point of Contact who will be responsible for the communication, coordination and resolution or routine matters arising out of this contract. The County hereby initially identifies Ben Taylor, County Manager (email: btaylor@bryan-county.org) and the Buyer hereby initially identifies Oscar(OhChung) Kwon, President and CEO (email: 9268105@hyundai.com).

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers and their seals affixed as of the day and year first above written:

Executed in the presence of:

Witness

BRYAN COUNTY, GEORGIA

Carter Infinger
Chairman of the Board

Notary Public (SEAL)

TAYLOR M MORRISON NOTARY PUBLIC BRYAN COUNTY, GA Comm. Exp. 12/08/26

Attest:
Lori Tyson
County Clerk (SEAL)

BRYAN COUNTY GEORGIA BOARD OF COMMISSIONERS

Executed in the presence of:

Witness

HYUNDAI MOTOR GROUP METAPLANT AMERICA, LLC

Oscar (OhChung) Kwon
President and CEO

Notary Public (SEAL)

TOMEKA MILLER NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA MY COMMISSION EXPIRES 10/16/2027

Attest: _____

NAME _____

TITLE _____

(SEAL)