

CITY OF MARSHALL
INDUSTRIAL WASTEWATER DISCHARGE PERMIT

PERMIT

Permittee Name (“Permittee”)	Acher Daniels Midland (ADM)
Permittee Address (“Property”)	400 West Erie Road, Marshall, Minnesota

Pursuant to the provisions of Minnesota Statutes, chapters 412 and 444, the Code of Ordinances, City of Marshall, Minnesota (“City Code”), Permittee, as an industrial user, is hereby permitted to discharge industrial wastewater from its Property into City of Marshall wastewater treatment system consistent with the applicable provisions of the City Code and the Wastewater Discharge Agreement (“Agreement”) the Permittee is required to enter into with the City as a condition of this permit.

This permit is granted in accordance with, and is subject to, the restrictions, requirements, and other conditions set forth in the City’s sewer use / rate ordinance which is considered part of this permit and the Agreement. The discharge to the Wastewater Treatment Plant shall be in accordance with the effluent limitations, monitoring requirements and other conditions set forth in the Agreement and all applicable state and federal laws, including the terms and conditions of City’s National Pollutant Discharge Elimination System and State Disposal System (“NPDES/SDS”) Permit (No. MN0022179).

Effective Date: 1st day of July , 2024

Expiration Date: 30th day of June , 2029

Issued by: _____
Wastewater Superintendent

_____ Permittee

Title: _____

Approved: _____
 Mayor

Date: _____

Attest: _____
 City Administrator

Date: _____

**CITY OF MARSHALL
WASTEWATER DISCHARGE AGREEMENT**

Permittee Name (“ Permittee ”)	Acher Daniels Midland (ADM)
Permittee Address (“ Property ”)	400 West Erie Road, Marshall, Minnesota
Effective Date (“ Effective Date ”)	July 1, 2024
Term (“ Term ”)	Five years (July 1, 2024, to June 30, 2029)

This Wastewater Discharge Agreement (“**Agreement**”) is made and entered into by and between the City of Marshall, a Minnesota municipal corporation, (“**City**”) and Permittee. City and Permittee may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. City owns and operates a wastewater treatment plant (“**WWTP**”) located within City and that discharges to the Redwood River.
- B. Permittee owns the Property and desires to discharge industrial wastewater from the Property into the City’s sanitary sewer system, which is then treated in the WWTP.
- C. Pursuant to Section 78-26 of Code of Ordinances, City of Marshall, Minnesota (“**City Code**”), the Permittee constitutes a “significant industrial user” and is subject to the restrictions and requirements imposed on such users under Article 78-II of City Code, including the requirement to obtain a permit from City to discharge into the WWTP.
- D. City issued Permittee an Industrial Wastewater Discharge Permit (“**Permit**”) to allow the Permittee to discharge wastewater from the Property into City’s sanitary sewer system and to be treated at its WWTP, which was conditioned on Permittee entering into this Agreement with City.
- E. City has a National Pollutant Discharge Elimination System and State Disposal System Permit (No. MN0022179), attached hereto as Exhibit A (“**City NPDES Permit**”) that is administered and enforced by the Minnesota Pollution Control Agency under the Federal Clean Water Act (33 U.S.C. 1251, et seq.), Minnesota Statutes, chapters 115 and 116, and by Minnesota Rules, chapters 7001 and 7050.
- F. City and Permittee desire to enter into this Agreement to allow Permittee to discharge wastes from the Property into the WWTP in accordance with the effluent limitations, monitoring requirements, and other terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

I. GENERAL PROVISIONS

- (1) Connection Permitted. The City hereby agrees to allow the Permittee to connect the Property to the City's sanitary sewer system for treatment at its WWTP, conditioned on the Permittee complying with all terms and conditions set out in this Agreement.
- (2) Compliance. Permittee agrees to not cause or contribute to any violation of the effluent limitations in this Agreement, any of the terms, conditions, or effluent limitations set forth in the City NPDES Permit, or to any federal, state, or local law, rule, regulation, or ordinance including, but not limited to, the Article 78-II of the City Code.
- (3) Noncompliance. Permittee agrees that it shall be responsible and liable for any damages, fines, or penalties that may be imposed against Permittee or City by any regulatory authority having jurisdiction over the same for any damages or violations attributable to or caused by Permittee. Permittee also agrees to compensate City for any costs incurred by City related to such violations including, but not limited to, legal fees associated with responding to such violations or a violation of this Agreement.
- (4) Term. This Agreement and the authorization to discharge from the Property into the WWTP is in effect for the Term identified above, unless terminated earlier as provided herein.
- (5) Entire Agreement. This Agreement, including the recitals, exhibits, City NPDES Permit, and all other documents referenced herein (all of which are incorporated in and made part of this Agreement), constitutes the entire agreement between the parties regarding this matter. The conditions of this Agreement supersede any prior agreements between City and Permittee, and may, where permissible under applicable law, be more restrictive than applicable federal, state, or local law, rule, regulation, or ordinance pertaining to discharges from the Property to the WWTP.
- (6) Controlling Language. This Agreement is to be interpreted to be consistent with applicable laws, but to the extent there is any direct conflict between the provisions of the City Code and an express provision of this Agreement, including the special provisions in Exhibit B, the terms of this Agreement are controlling. The language in Exhibit B is intended to allow modifications in this Agreement to specifically address the circumstances of a particular industrial user. If there is a conflict between the text of this Agreement and the requirements, exemptions, limitations, or standards contained in the attached Exhibit B, the language in Exhibit B shall be

controlling. Except to the extent expressly modified in Exhibit B, any portion of a section of this Agreement that does not directly conflict with the language in Exhibit B shall remain in effect and is binding on the Permittee.

- (7) Modifications to Agreement. The parties agree this Agreement may be modified as follows.
- (a) Changes in City NPDES Permit. If at any time during the Term of this Agreement the City NPDES Permit is modified or reissued, this Agreement shall be subject to modification in any manner that City deems necessary to ensure ongoing and future compliance with the City NPDES Permit and all applicable terms therein including, but not limited to, any monitoring requirements, compliance schedules, effluent limits, variances, and limits or regulations related to biosolids management.
 - (b) City Changes. The terms and conditions of this Agreement shall also be subject to modification or amendment at City's discretion if City determines such modification(s) or amendment(s) is necessary to protect the public health; ensure proper operation and maintenance of City's WWTP; to ensure compliance with all applicable state and federal laws and regulations; to ensure compliance with any compliance agreements between City and Minnesota Pollution Control Agency and/or the United States Environmental Protection Agency; to ensure compliance with any legal orders or settlement agreements in any way related to City's WWTP; or for any other reasonable basis.
 - (c) Notification. City shall notify Permittee in writing of any change under paragraph (a) or (b) of this section at least 30 days prior to the effective date. The notice shall detail the changes and identify the date on which the changes will go into effect. On the effective date, the changes shall be deemed incorporated in and made part of this Agreement as if fully set out herein.
 - (d) Other Changes. Any other changes to this Agreement are only effective if they are in writing and executed by both parties. If Permittee requests any changes to this Agreement, it shall submit them in writing to City. The City's Wastewater Superintendent shall review the proposed changes and make a recommendation to the City Council regarding any proposed amendments.
- (8) Permittee Obligations. Permittee agrees to do the following as part of its obligations under this Agreement.
- (a) Duty to Report. Permittee shall immediately report to City any change in the volume or characteristics of industrial wastewater introduced into City's wastewater treatment system which Permittee knows, or has reason to believe, will have either singly, or by interaction with other waste, a negative impact on the wastewater treatment process. In such cases, this Agreement

will be subject to modification or termination by City in accordance with the terms of this Agreement and the City Code.

- (b) Sampling Devices. At the direction of City, Permittee agrees to install, operate, and maintain sampling and monitoring devices in proper working order at its own expense.
- (c) Inspections. Permittee agrees to allow City to enter upon the Property, or any other Permittee property as needed, to inspect the monitoring point, any pretreatment facilities, and any other facilities as may be needed to determine compliance with this Agreement and the City Code.
- (d) Accurate Reports. Permittee agrees to not knowingly make any false statement, representation, or certification in any record, report, or plan required to be submitted to City under this Agreement.
- (9) User Charges. User charges are subject to change upon City's adoption of a new or amended fee schedule. Any new or amended fee schedules are available and published on the City's website.
- (10) No Release. This Agreement shall not release Permittee from any liability, duty, or penalty imposed by the State of Minnesota or State and Federal statutes, regulations, or local ordinances. Permittee is required to comply with the general pretreatment regulations identified in 40 C.F.R., Part 403 and the Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR, Chapter I, Subchapter N. Nothing in this Agreement waives the right of the U.S. Environmental Protection Agency or the State of Minnesota from commencing appropriate enforcement action to correct any violation of the general pretreatment regulations or of this Agreement.
- (11) Assignment. This Agreement shall not be assigned or transferred without the prior written consent of City.

II. DISCHARGE LIMITS

- (1) Limitations. The discharge from the Property shall be subject to the discharge limitations set out in Table 1, which is part of the attached Exhibit B (and as otherwise described in this Section II) where the discharge enters the public wastewater system. All sampling reports shall be forwarded to City as soon as the Permittee receives them.
- (2) Chloride Limits and Compliance Schedule. The City NPDES Permit contains a final calendar month average chloride limit of 261 mg/L. City received a 10-year chloride limit variance, which requires City to meet an interim calendar month average chloride limit of 468 mg/L during the term of the variance. This interim limit will be re-evaluated after 5 years in accordance with Minnesota Rules, part

7050.0190, subpart 8 and adjusted accordingly to ensure City discharges the highest quality effluent throughout the term of the variance. To ensure City can meet both the interim and final chloride limits in the City NPDES Permit, City is implementing annual tiered chloride limits that become more restrictive over time to all Significant Industrial Users. The annual tiered chloride limits applicable to the Permittee are set out in Table 2, which is part of the attached Exhibit B. The Permittee shall comply with the chloride limits set out in Table 2. Failure to comply with the tiered chloride limits will result in the imposition of fines, penalties, and costs, and may also result in the termination of the Agreement and the Permit.

- (3) Sulfate Pollutant Minimization Plan. The City NPDES Permit contains a sulfate compliance schedule with final sulfate limits of 968 mg/L as a calendar month average, and 1147 mg/L as a daily maximum. City must obtain compliance with these limits by 2039. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. The Permittee shall develop its own Sulfate Management Plan, which must include sampling, identification, and minimization of its sources of sulfates. The Permittee shall also cooperate and assist the City in developing and implementing the City's Sulfate Management Plan. City may exercise its authority under Section I (7) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.
- (4) PFAS Monitoring, Reductions, and Pre-Treatment Requirements. For purposes of this Agreement, PFAS (per- and polyfluoroalkyl substances) shall be defined consistent with applicable state and federal regulatory definitions but shall at minimum encompass all non-polymeric perfluoroalkyl or polyfluoroalkyl substances that contain at least two sequential fully fluorinated carbon atoms, excluding gases and volatile liquids. The Permittee shall cooperate and assist the City in developing and implementing the City's PFAS Management Plan. The City may exercise its discretion under Section I (7) to provide notice and modify this section of the Agreement to include specific requirements for PFAS monitoring, source investigation, and minimization, and/or pretreatment that the City determines are necessary to obtain compliance with the final PFAS limits.
- (5) Additional Restrictions or Requirements. The Permittee shall also comply with the additional restrictions or requirements regarding the discharge from its Property into the City's wastewater system as may be set out in the attached Exhibit B (if any).

III. PROHIBITED DISCHARGES

- (1) Prohibition. No person shall discharge, or cause to be discharged, to City's wastewater system or otherwise conveyed to the WWTP, either directly or indirectly, any pollutants, which may pass through or cause interference (as defined

in City Code) with treatment or operations. Additionally, no person shall discharge or cause to be discharged any of the following described wastes to the City's collection system or WWTP, except to the extent expressly exempted in the attached Exhibit B:

- (a) Unpolluted Water. Storm water, ground water, or flow from roof runoff, subsurface drainage, downspouts, yard drains, yard fountain drains, swimming pools, ponds, or lawn sprays into any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or discharged to a natural outlet approved by the Approving Authority.
- (b) High Temperature. Any liquid having a temperature higher than 104 degrees Fahrenheit (40 degrees Centigrade). City may grant an exception where it has been shown that the high temperature wastewater would not cause any significant wastewater works problems.
- (c) Certain Substances. Any water or wastes which contain wax, grease or oil, plastic or other substance that will solidify or become discernibly viscous at temperatures between 32 degrees to 104 degrees Fahrenheit.
- (d) Flammables. Any solids, liquids or gases which by themselves or by interaction with other substances may cause fire or explosion hazards, or in any other way may be injurious to persons, property, or the operator of the wastewater treatment facilities, including, but not limited to, waste streams with a closed cup flashpoint of not less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR 261.21.
- (e) Obstructive Substances. Any solids, slurries, or viscous substances of such character as to be capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater treatment facilities, such as ashes, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, chemical residues, or bulk solids.
- (f) Garbage. Any garbage that has not been properly comminuted or shredded.
- (g) Odorous Substances. Any chemical, waste, noxious or malodorous substance, which either singly or by interaction with other substances is capable of causing or contributing to objectionable odors, or hazards to life, or which City reasonably believes could present risks to human health or the environment; or forms solids in concentrations exceeding limits established in Section 78-47 or creates any other condition deleterious to structures or treatment processes; or requires unusual provisions, alterations, or expense to handle such materials; or City reasonably believes could expose City to legal or financial liability.

- (h) Corrosives. Pollutants which will cause corrosive structural damage to the wastewater treatment plant and in no case, any waters or wastes having a pH lower than 5.0 or higher than 10.5 or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel. City may grant an exception where it has been shown that the high or low pH would not cause any significant wastewater works problems.
- (i) Certain Solids. Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials in the wastewater collection and treatment facilities.
- (j) Radioactive Wastes. Any radioactive wastes greater than allowable releases as specified by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactive materials.
- (k) Hazardous Wastes. Any waters or wastes including hazardous wastes in sufficient quantity either singularly or following interaction with any other substance to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving water of the wastewater treatment facilities.
- (l) Emulsified Substances. Free or emulsified oil and grease exceeding on analysis an average of 100 parts per million (834 pounds per million gallons) of either or both, or combinations of free emulsified oil and grease, if in the opinion of the Approving Authority it appears probable that such wastes:
 - (1) Can deposit grease or oil in the sewer lines in such a manner to clog the sewers.
 - (2) Are not amenable to bacterial action and will therefore pass to the receiving waters without being affected by normal wastewater treatment processes.
 - (3) Can have deleterious effects on the treatment process.
- (m) Specific Materials. Materials which exert or cause:
 - (1) Unusual concentrations of solids or composition; as for example, in total suspended solids of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride or sodium sulfate);
 - (2) Excessive discoloration;

- (3) Unusual biochemical oxygen demand or unusual immediate oxygen demand; or
- (4) High hydrogen sulfide content.
- (n) Molybdenum. Molybdenum based wastes, including, but not limited to, cooling tower chemical additives, boiler additives, antifreeze, and lubricants.
- (o) Violate Permit. Any discharge that would cause City to violate the requirements of the City NPDES Permit.
- (p) Slug Load. “Slug load” of waste or wastes to the collection system, which may be harmful to the operation and maintenance of the WWTP. Where, in the opinion of the City engineer, slugging does occur, Permittee shall construct and maintain, at their own expense, a storage reservoir of sufficient capacity with flow control equipment to ensure an equalized discharge over a 24-hour period. For the purposes of this Agreement, a “slug load” is defined as any flow rate or concentration or quantity of pollutants that may cause inhibition or disruption of the operation or maintenance of the WWTP.

IV. REPORTS AND MONITORING

- (1) Reports. Permittee shall provide City the reports identified in the attached Exhibit B in accordance with the schedule identified in the exhibit.
- (2) Monitoring. Unless expressly exempted or modified in the attached Exhibit B, Permittee shall be responsible for monitoring the flow from its Property in accordance with this part.
 - (a) Continuous Monitoring. Permittee shall be responsible for continuously monitoring flow with a primary flow-measuring device, pH meter, and a 24-hour composite sampler all located on its Property or such other location as identified in Exhibit B. Permittee shall calibrate the flow meter, pH meter, and collect daily samples. Permittee will be responsible for performing maintenance on its analytical instruments as required to ensure accuracy of measurement along with repairs or replacement of all equipment as needed.
 - (b) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3 included in Exhibit B. The City will collect and perform testing on the wastewater samples.
 - (c) When Not Monitored. During the time or times when flow monitoring equipment is not in place or inoperative, an average daily flow will be used to determine loading. In case of equipment failure, immediate repair efforts shall be implemented. Permittee shall provide a daily summary of flow

estimates during periods of flow monitoring equipment malfunction to City no later than the fifth day of the following month.

- (d) Inspections. City shall have a right to inspect the monitoring site and equipment at reasonable times upon prior notice to Permittee.
- (e) Records Retention. City shall retain and preserve for the Term of this Agreement any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling and chemical analysis of Permittee's discharge to the City system. Permittee shall have the right to copy such documents as Permittee determines necessary and at its own cost.

V. CHARGES AND RESPONSIBILITIES

- (1) Costs. In addition to the charges for sewer use under Section 78-94 of the City Code, Permittee shall be responsible for the following:
 - (a) The costs of additional sampling required due to violations caused by Permit exceedances; and
 - (b) The cost of designing, constructing and/or operating any required pretreatment facility or any additional sampling or flow measuring structures or monitoring equipment necessary to properly monitor any pollutants permitted by a change in the terms of this Agreement. Plans and specifications for such facilities shall be approved by City prior to installation.

VI. FINES, PENALTIES & COSTS

- (1) Enforcement. The discharge of waste not in compliance with the effluent limitations set forth in Section II of this Agreement is a violation of this Agreement and is subject to the enforcement procedures set forth in Section 78-48 of the City Code and another other enforcement procedures available to City under law.
- (2) Penalties. Penalties shall be levied for each parameter violation per day of violation and shall be cumulative.

VII. ACCIDENTAL DISCHARGE

- (1) Notification. Permittee shall notify City immediately and, as appropriate, the Environmental Protection Agency and/or Minnesota Pollution Control Agency upon having a slug or accidental discharge of substances or wastewater or hazardous wastes in violation of the permit or this Agreement in order to enable countermeasures to be taken by City to minimize damage to the treatment system and receiving waters. Such notification shall not relieve Permittee for any fine,

expense, loss or damage to the treatment system or process or for any fines imposed by or on City because of any State or Federal law.

- (2) Temporary Discharges. The parties recognize it is inevitable that equipment failures or plant malfunctions may require temporary discharge of wastes in excess of permitted values. In this event, the Wastewater Superintendent shall be notified immediately and will direct the industry of an acceptable method for waste disposal. Failure to notify City shall result in violation of contract and fines, penalties, and fees shall be imposed pursuant to this Agreement and City Code.

VIII. TERMINATION, SUSPENSION AND REVOCATION

- (1) Suspension or Termination. City may suspend wastewater service, or terminate the Permit and this Agreement as provided in this Agreement. Except in an emergency, any such suspension or termination will be preceded by City providing Permittee at least 10 days written notice. The notice shall identify the basis for the suspension or termination. The reasons City may suspend or terminate the Permit and this Agreement include, but are not limited to, those set out below.
 - (a) Failure of Permittee to comply with any provisions of this Agreement, any applicable provisions of federal and state law and regulation, any applicable provisions of Chapter 78 or other applicable provisions of the City Code, or any compliance order or other orders from City related to this Agreement.
 - (b) When, in the reasonable opinion of City, it is necessary to prevent or stop an actual or threatened discharge which presents, or may present, an imminent or substantial endangerment to the health or welfare of persons, to the environment or to the wastewater treatment system.
 - (c) If Permittee fails factually to report the wastewater constituents and characteristics of its discharge, significant changes in wastewater constituents or characteristics, refuses reasonable access to its premises for the purpose of inspection or monitoring, repeatedly violates conditions of this Agreement, or refuses to pay penalties imposed by the permit.
 - (d) In the event Permittee increases its production capacity or modifies its industrial process in such a way that the quantity or strength of its wastewater will exceed the effluent limitations of this Agreement or cause or contribute to an exceedance of the effluent limitations in the City NPDES Permit, or Permittee fails to report significant changes in wastewater constituents or characteristics or otherwise violates this Agreement or the City Code.

IX. NOTIFICATION OF VIOLATION AND RESPONSE

- (1) City Notice. In case of a violation of this Agreement, City shall notify Permittee in writing, stating the nature of the violation. The notice shall also state the amount of the fines, penalties, and cost to be imposed for the violation, and may require

Permittee to complete corrective actions to ensure ongoing and future compliance with this Agreement and the City Code.

- (2) Permittee Response. Permittee shall respond to City's notice within 30 days, including each of the following: payment of any fines, penalties, and costs; an explanation of the cause of violation; a summary of measures to be taken to prevent recurrences; and a time schedule for implementation.
- (3) No Waiver. Failure of City to provide timely notice does not absolve Permittee of liability for the violation or for payment of penalties for the violation.

X. MISCELLANEOUS PROVISIONS

- (1) Indemnification. To the fullest extent permitted by law, Permittee agrees to defend, indemnify, and hold harmless City, and its employees, officials and agents from and against all claims, causes of action, suits, demands, damages, losses and expenses, including reasonable attorneys' fees, arising out of or related to Permittee's discharge of wastes to the City's WWTP, Permittee's own negligence, or its failure to perform its obligations under this Agreement. Permittee agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- (2) No Property Rights. The issuance of this Contract does not convey any property rights in either real or personal property or any exclusive privileges, nor any waiver of federal, state or local laws or regulations.
- (3) Provisions Severable. If any provision, paragraph, word, section, or article of this Agreement is held unconstitutional or invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year written below.

PERMITTEE

By: _____

Its: _____

Date: _____

CITY OF MARSHALL

By: _____
Its: Mayor

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A
City NPDES Permit

EXHIBIT B
Special Provisions

Discharge Limits – Table 1

Effluent Parameter and Unit of Measurement	Monthly Average Value
Flow (gallons per day)	600,000
Carbonaceous Biochemical Oxygen Demand (CBOD5) (lbs. per day)	2,500
Total Suspended Solids (TSS) (lbs. per day)	6,000
Chlorides (mg/L)	See Table 2 for limit
pH (shall be met at all times and shall not be subject to averaging.)	5.0 – 10.5

Chloride Limits – Table 2

Year	CL mg/L
Sept 3, 2024, to June 30, 2025	468
July 1, 2025, to June 30, 2026	428
July 1, 2026, to June 30, 2027	388
July 1, 2027, to June 30, 2028	348
July 1, 2028, to June 30, 2029	308

Additional Restrictions, Requirements, or Exemptions

The Permittee shall have until September 3, 2024, to comply with the new chloride limits set out in Table 2.

Prohibited Discharges

(1) Prohibition.

- (a) Unpolluted Water. Storm water, ground water, or flow from roof runoff, subsurface drainage, downspouts, yard drains, yard fountain drains, swimming pools, ponds, or lawn sprays into any sanitary sewer. Permittee will be allowed an exception to this prohibited discharge for the following reasons. Permittee has an outdoor wet feed storage area and chemical storage berm containment area, as described below:

ADM process/surface water drain to sanitary system.

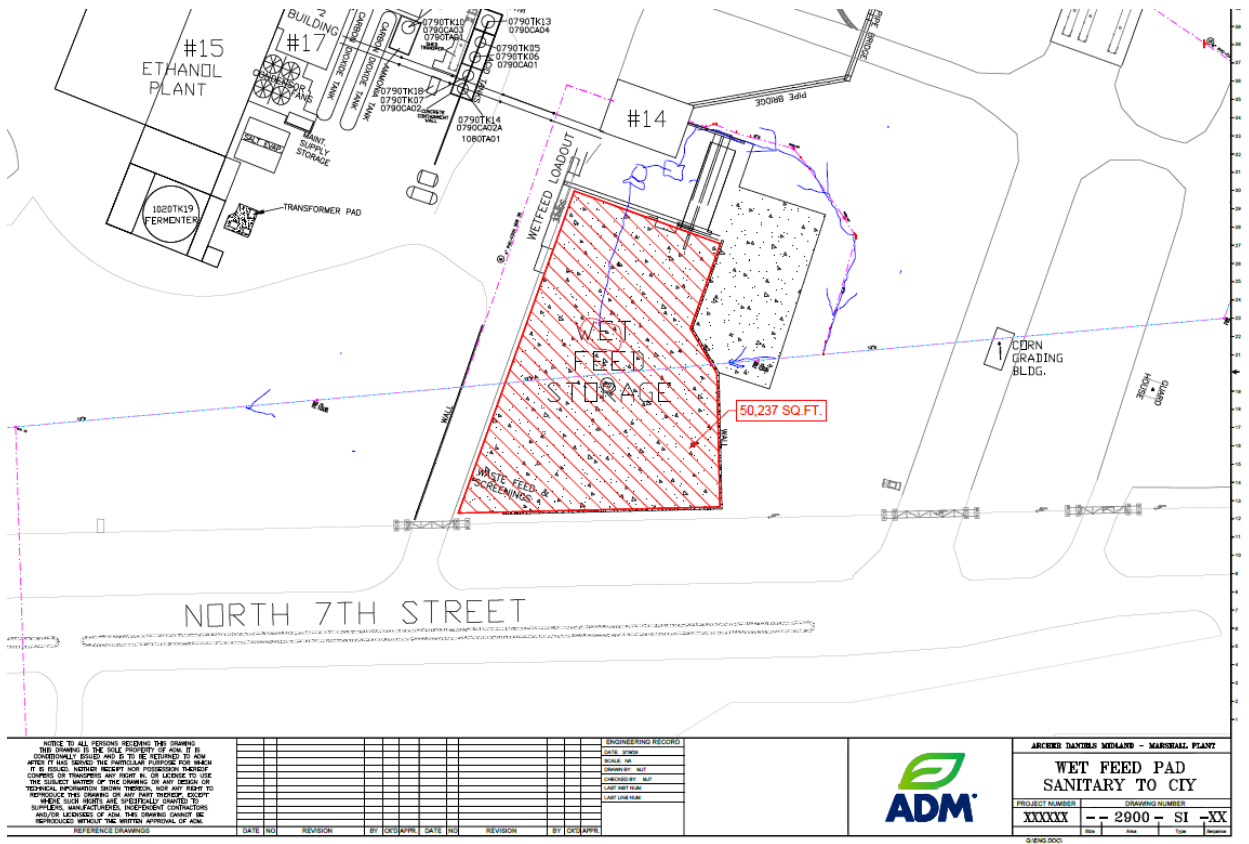
2/27/24

ADM has a Wetfeed storage pad that is 50,237 sq. ft. (see attached drawing). After rainfall events, the water from this area is pumped through a dewatering screen that removes any solids. The water passes through the screen and gravity flows into the sanitary line exiting the Wetfeed building. The sanitary line then connects to one of the main sanitary lines to the east. It will then flow south and then west over to the lift station. The water is pumped at approximately 50-75 gpm. With a 1" rainfall on the wetfeed pad, this would equal to approximately 32,000 gallons. Due to Quality issues, this water cannot be pumped back into the Wetfeed process sump pump. The water may have slightly elevated BOD and TSS levels. This pumping could be delayed or reduced if the City WWTF is experiencing high flows. The overall pumping rate is also regulated at the ADM lift station.

In addition, we also pump berm water from the chemical storage areas into totes which are then dumped into the sanitary line. This is approximately 5-10 totes per rainfall event. The water may be slightly acidic or slightly alkaline.

Dewatering screen





(a)

Required Reports

Monitoring

(2) Monitoring. Unless expressly exempted or modified in the attached Exhibit B, Permittee shall be responsible for monitoring the flow from its Property in accordance with this part.

(a) Continuous Monitoring. Permittee shall be responsible for continuously monitoring flow with a primary flow-measuring device, pH meter, and a 24-hour composite sampler all located in the City WWTP’s Preliminary Building. City wastewater staff shall calibrate the flow meter, pH meter, and collect daily samples. Permittee will be responsible for performing maintenance on its analytical instruments as required to ensure accuracy of measurement along with repairs or replacement of all equipment as needed.

- (b) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3. The City will collect and perform testing on the wastewater samples.

Table 3

Effluent Parameter and Unit of Measurement	Type of Sample	Frequency of Sampling
Flow	Continuous	Daily
Carbonaceous Biochemical Oxygen Demand (CBOD5)	24-hour composite	4 times/week
Total Suspended Solids	24-hour composite	4 times/week
pH	Grab	4 times/week
Phosphorus	24-hour composite	4 times/week
Chloride	24-hour composite	7 times/week
Sulfate	24-hour composite	1 time/month

- (d) Inspections. City shall have the authority to enter, inspect, and perform maintenance on the lift station located on Permittee's property according to the maintenance agreement:

Existing 2011 Lift Station Agreement

**CITY OF MARSHALL
Maintenance
Agreement For
Archer Daniels
Midland
Sanitary Sewer
Lift Station**

- A. The City of Marshall (City) is the owner and operator of a Wastewater Treatment Facility located in City of Marshall, County of Lyon, and State of Minnesota. Archer Daniels Midland (ADM) is the owner and operator of a com wet milling plant, force main and sanitary sewer lift station in Marshall, which discharges wastewater to the City Wastewater Treatment Facility through that lift station on ADM's property via an 8" force main. The location of said sanitary sewer lift station is identified on the attached map (Exhibit A).
- B. The existing sanitary sewer lift station as located on ADM property is in need of repair and upgrade. Therefore it is agreed that ADM shall be solely responsible for the replacement of said sanitary sewer lift station and that the terms and conditions of this agreement apply to the existing sanitary sewer lift station and the new sanitary sewer lift station to be completed at said facility at the sole expense of

ADM.

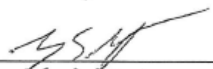
- C. The City of Marshall agrees to monitor and do routine maintenance of the ADM Lift Station. ADM will reimburse the City for any repairs or equipment replacement other than the City's labor to perform the monitoring and routine maintenance.
- D. ADM will agree to authorize the City to make necessary repairs to keep the lift station reliable and functional at all times. City is granted permission at all times to inspect said lift station and to make repairs as necessary and to verify compliance with applicable State and Federal rules and regulations.
The city staff would follow City of Marshall safety regulations and procedures while on the easement site while maintaining the lift station. City staff would not be required to sign in at the ADM guard shack prior to routine maintenance on the easement site.
- E. This agreement becomes effective immediately and shall automatically renew on January 1 of each year, and said agreement shall remain in effect until terminated or amended by consent of both parties.
- F. This agreement is not transferable without the prior written permission of the City of Marshall and ADM.
- G. This agreement does not release ADM from any liability or duty or penalty imposed by the EPA, State of Minnesota, or State and Federal Statutes, regulations, or local ordinances.
- H. If any provision, paragraph, word, or article of this agreement is held unconstitutional or invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, and articles shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties here to set their hands and seal the day and year written below.

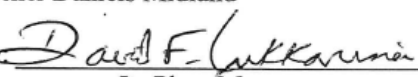
City of Marshall

By: 
Its Mayor

Date: 6-23-11


City Administrator

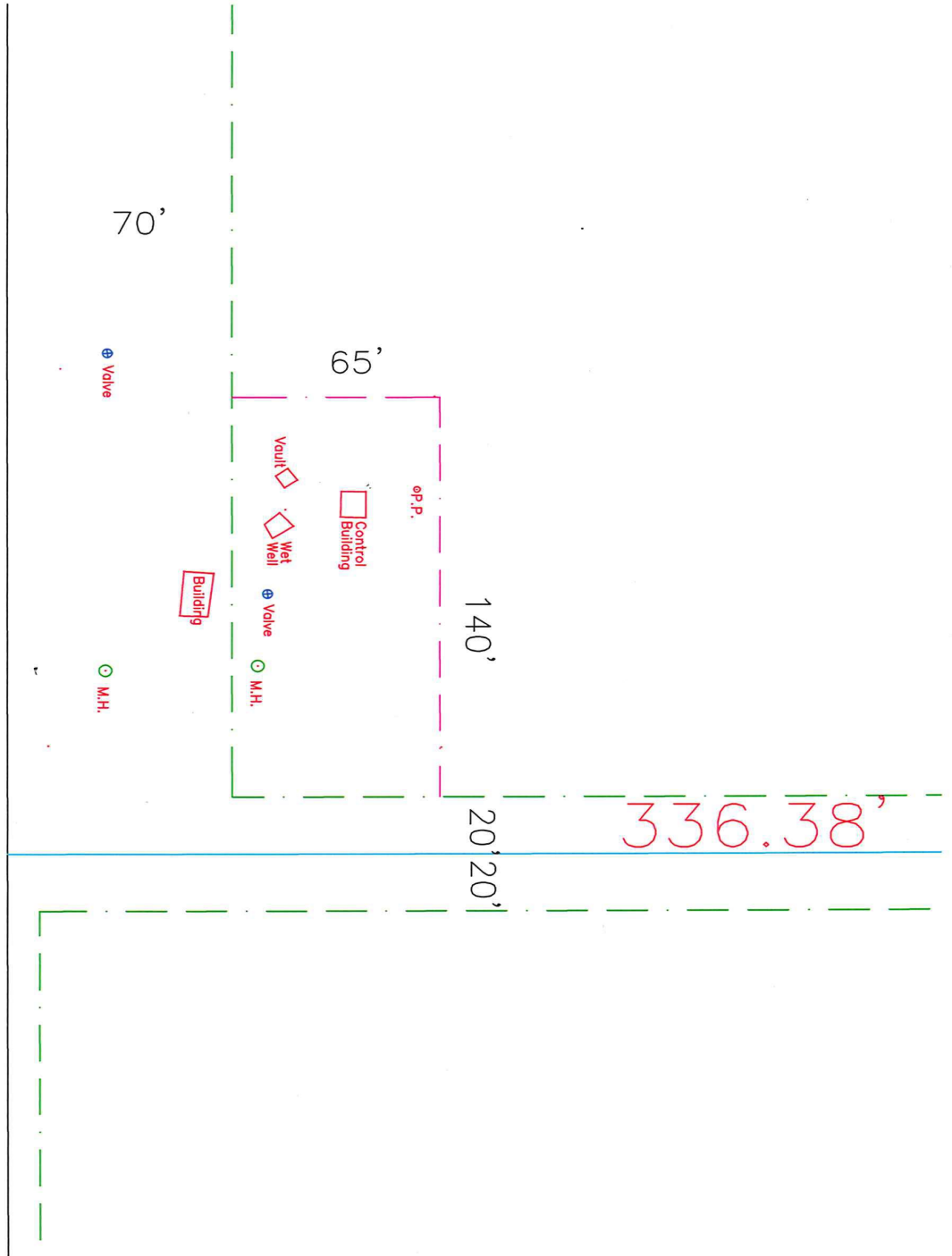
Archer Daniels Midland

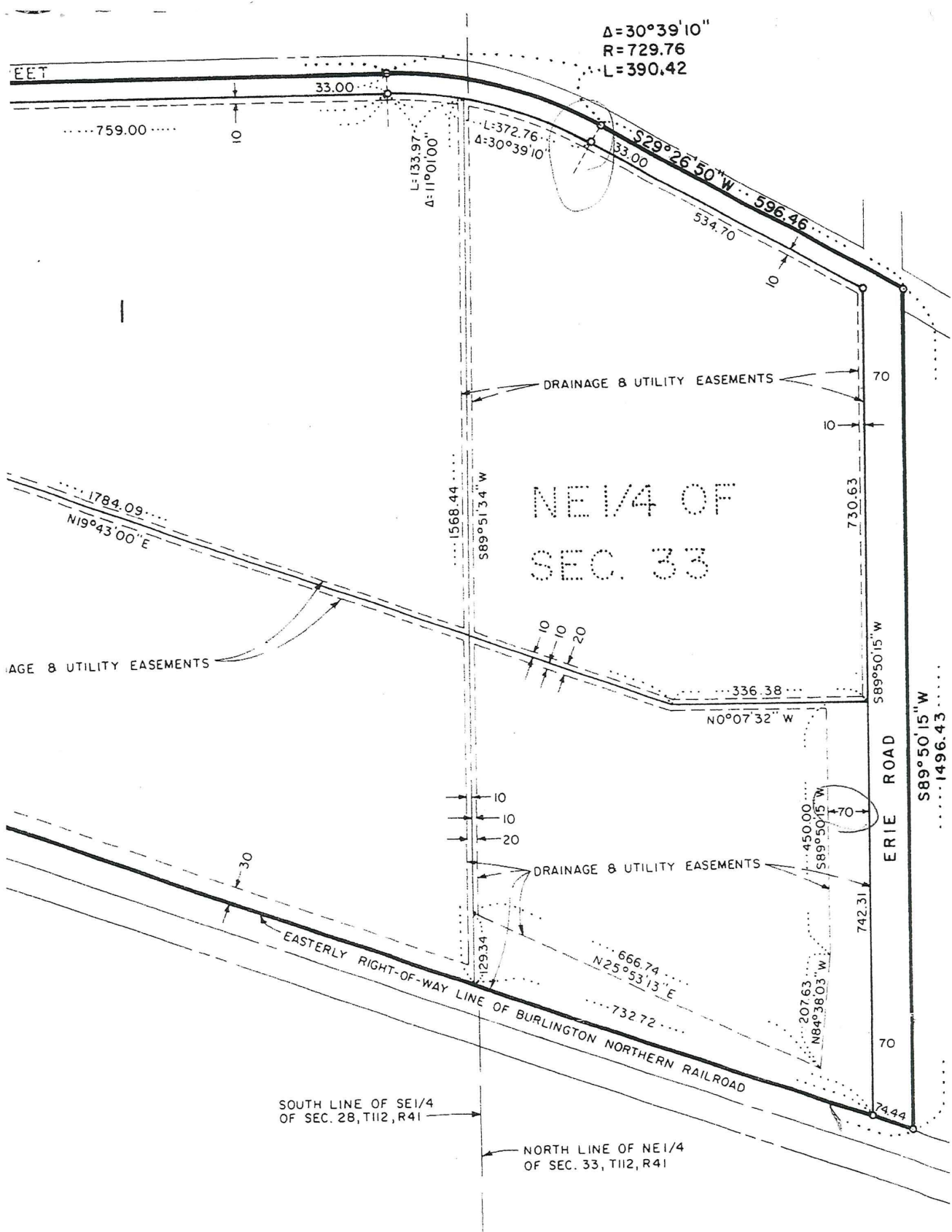
By: 
Its Plant Manager

Date: 6/14/11



County Road 33





Any Additional Provisions or Modifications