

**TOWNSHIP OF FLORENCE
RESOLUTION NO. 2024-192**

**RESOLUTION AUTHORIZING EXECUTION OF AN
ADMINISTRATIVE CONSENT ORDER WITH THE
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

WHEREAS, on July 10, 2024 the Township of Florence engaged Remington & Vernick Engineers to study the presence of PFAS in the water system and to design a treatment process to remove PFAS from drinking water; and,

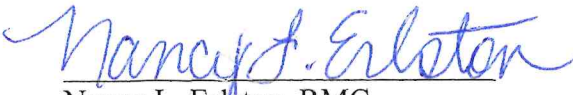
WHEREAS, as part of the PFAS Study, Design, and Treatment process, the New Jersey Department of Environmental Protection required that Florence Township submit various elements to that agency for review and approval; and,

WHEREAS, based upon findings related to PFAS in the water supply, the New Jersey Department of Environmental Protection has required that the Township execute the attached Administrative Consent Order while the water treatment investigation process is ongoing; and,

WHEREAS, the Township Administrator, in consultation with the Water Utility Superintendent, has recommended that the Administrative Consent Order be executed.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Florence, in the County of Burlington, in State of New Jersey that Township Administrator, Thomas A. Sahol, is authorized to execute the attached Administrative Consent Order.

I, NANCY L. ERLSTON, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their October 2, 2024 meeting.


Nancy L. Erlston, RMC
Township Clerk

Note: *This resolution authorizes the Administrator to execute an Administrative Consent Order with the NJ Department of Environmental Protection.*



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

WATER RESOURCE MANAGEMENT
DIVISION OF WATER ENFORCEMENT
SOUTHERN REGION

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PHILIP D. MURPHY

Governor

TAHESHA L. WAY

Lt. Governor

SHAWN M. LATOURETTE

Commissioner

IN THE MATTER OF :
:
FLORENCE TOWNSHIP WATER : ADMINISTRATIVE
:
SYSTEM : CONSENT ORDER
:

EA ID# NEA230001 – PI ID# 0315001

This Administrative Consent Order (ACO) is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (Department or NJDEP) by N.J.S.A. 13:1D-1 et seq., the Safe Drinking Water Act (N.J.S.A. 58:12A-1 et seq.), specifically N.J.S.A. 58:12A-9 (c) and (i), N.J.S.A. 58:12A-10, N.J.S.A. 58:12A-15 et seq., and the Safe Drinking Water Act (SDWA) regulations (N.J.A.C. 7:10-1 et seq.) and is duly delegated to the Assistant Commissioner of Water Resource Management and his or her assignees pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. Florence Township (Florence) owns and operates a public community water system as defined by N.J.A.C. 7:10-1.3, which holds New Jersey Potable Water System Identification (PWSID) number 0315001 and is located in Florence Township, Burlington County, New Jersey (System). The System has approximately 3,782 service connections and serves a population of approximately 11,214 in Florence Township.
2. The System is comprised of six (6) active potable wells that supply groundwater to one (1) active point of entry (POE) where various forms of treatment are provided at a water treatment plant (WTP) prior to distribution into the potable water distribution system. The active POE is designated as Main Plant WTP (TP001003). Current treatment processes at TP001003 include corrosion control, iron removal, and disinfection.

3. The New Jersey SDWA rules, specifically N.J.A.C. 7:10-5.1, adopt in total, with specific limited exceptions, the most current National Primary Drinking Water Regulations at 40 CFR Parts 141 and 142, Subpart E, F, G, and K (National Regulations). N.J.A.C. 7:10-5.2 sets forth the Department's discretionary changes to the National Regulations.
4. The Department adopted amendments to the New Jersey SDWA rules at N.J.A.C. 7:10-5.2 on June 1, 2020. 52 N.J.R. 1165(b). The amendments established a Maximum Contaminant Level (MCL) of 0.014 micrograms per liter ($\mu\text{g/l}$) for Perfluorooctanoic acid (PFOA). Monitoring for PFOA is established under the National regulations at 40 CFR 141.24(f) et seq. Specifically, pursuant to N.J.A.C. 7:10-5.2(a)(5) and 40 CFR 141.24(f)(15)(i), PFOA MCL violations are to be calculated at each POE based on a Running Annual Average (RAA).
5. Per- and polyfluoroalkyl substances (PFAS) are a group of man-made chemicals, that include the chemical contaminant PFOA, with a unique and troubling combination of characteristics that require an aggressive but feasible regulatory response to their widespread presence in public drinking water systems throughout New Jersey. PFAS do not break down in the environment. They remain in the human body for many years after exposure ends. PFAS cause multiple types of toxicity and demonstrate adverse human health effects at low exposures. When even low levels are present in drinking water, exposures to PFAS from drinking water can be greater than exposures from other common sources such as food and consumer products. This is in contrast to other persistent, bio-accumulative and toxic (PBT) contaminants (e.g., PCB's and dioxins) that have low water solubility. Please see the Department's MCL promulgation record for PFAS. (For reference, the proposal/adoption citations are: PFOA/PFOS proposal: 51 N.J.R. 437(a), PFOA/PFOS adoption: 52 N.J.R. 1165(b), PFNA GWQS: 50 N.J.R. 334(a), and PFNA MCL: 50 N.J.R. 1939(a).)
6. Florence began quarterly PFOA sampling at TP001003 starting in the first Quarter of 2020. Table 1, below, provides the analytical results for PFOA at TP001003. The analytical results demonstrate that for TP001003 the RAA for PFOA reached 0.015 $\mu\text{g/L}$ in the third quarter of 2022, which exceeds the MCL and constitutes an MCL violation. The results further demonstrate that the RAA for PFOA at TP001003 exceeded the MCL, constituting an MCL violation, during the fourth quarter of 2022, and the first, second and third quarters of 2024.

Table 1: TP001003 PFOA Monitoring Results

Monitoring Period	PFOA Reported Result ($\mu\text{g/l}$)	Running Annual Average ($\mu\text{g/l}$)
1 st Quarter 2020	0.007*	
2 nd Quarter 2020	0.005*	
3 rd Quarter 2020	0.009*	
3 rd Quarter 2020	0.014*	
4 th Quarter 2020	0.018*	

1 st Quarter 2021	0.021	0.005
2 nd Quarter 2021	0.010	0.008
3 rd Quarter 2021	0.010	0.010
4 th Quarter 2021	0.006	0.012
1 st Quarter 2022	0.020	0.012
2 nd Quarter 2022	0.017	0.013
3 rd Quarter 2022	0.018	0.015**
4 th Quarter 2022	0.008	0.016**
1 st Quarter 2023	0.008	0.013
2 nd Quarter 2023	0.008	0.011
3 rd Quarter 2023	0.016	0.010
4 th Quarter 2023	0.023	0.014
1 st Quarter 2024	0.013	0.015**
2 nd Quarter 2024	0.012	0.016**
3 rd Quarter 2024	0.014	0.016**

**pre- MCL monitoring for possible compliance determination for reduced monitoring*

***The RAA constitutes a violation of the MCL*

7. Pursuant to N.J.A.C. 7:10-5.7(a) and N.J.S.A. 58:12A-15 et seq., Florence must, within one year after receipt of the test results obtained pursuant to the National Regulations and N.J.A.C. 7:10-5.2 that demonstrate an MCL exceedance that constitutes an MCL violation, take any action necessary to bring the water into compliance with the applicable MCL.
8. The Department issued a PFOA MCL Notice of Non-Compliance (NONC) letter to Florence for TP001003 dated September 20, 2022. The NONC clearly established the one-year deadline to take corrective action and come into compliance with the PFOA MCL, as noted in paragraph seven (7) above, as September 20, 2023. Among other things, the NONC also required submission of a Remedial Measures Report (RMR) form (BWSE-40) within 30 calendar days of the date of the letter.
9. Florence submitted an RMR to the Department dated October 20, 2022, detailing proposed actions to achieve compliance with the PFOA MCL at TP001003. On November 1, 2022, the Department issued a letter to Florence stating that the RMR was deficient. Florence submitted a revised RMR dated April 4, 2023. The revised RMR stated that the anticipated date for Florence to complete installation of permanent treatment at TP001003 and return to compliance with the PFOA MCL was February 27, 2026. The Department approved the RMR in a letter dated April 26, 2023.
10. As of September 21, 2023, Florence failed to meet the one-year deadline to return to compliance at TP001003 in violation of N.J.A.C. 7:10-5.7(a) and N.J.S.A. 58:12A-15 et seq. The Department

issued an NONC to Florence dated October 26, 2023, for its failure to meet the one-year deadline at TP001003.

11. Pursuant to N.J.A.C. 7:10-5.5(a) each supplier of water shall provide public notification of any violation of any MCL or monitoring requirement in accordance with the National Regulations pursuant to 40 CFR 141.32, which has subsequently been amended to 40 CFR 141.201 et seq., (Subpart Q). Pursuant to 40 CFR 141.203(a) a supplier of water must provide Tier 2 public notification except where the primacy agency determines that Tier 1 notice is required. The Department has determined that Florence's PFOA MCL violations require Tier 2 public notification. Furthermore, pursuant to 40 CFR 141.203(b) public water systems must provide the public notice no later than thirty (30) days after the system learns of the violation and must repeat the notice every three months as long as the violation or situation persists. Accordingly, Florence is obligated to complete and distribute public notification within thirty (30) days of learning of its violation(s) and must repeat its notice every three months until the violation or situation is resolved. Pursuant to 40 CFR 141.203(b) the Department may grant an extension to the public notification deadline only in writing.
12. Florence provided Tier 2 public notification of the MCL exceedance on October 28, 2022 (for the 3rd Quarter 2022 exceedance), and repeat quarterly public notifications on January 27, 2023, April 27, 2023, July 27, 2023, October 26, 2023, February 9, 2024, April 26, 2024, and July 31, 2024.
13. Pursuant to the October 26, 2023, NONC for the one-year deadline violation noted in paragraph ten (10) above, Florence completed and distributed Tier 2 public notification of this violation on October 26, 2023, February 9, 2024, April 26, 2024, and July 31, 2024.
14. Based on the facts set forth in these FINDINGS, the Department and Florence have determined that Florence has violated and will continue to violate the Safe Drinking Water Act, N.J.S.A. 58:12A-1 et seq., and the regulations promulgated pursuant thereto, N.J.A.C. 7:10-5.1 et seq., specifically N.J.A.C. 7:10-5.7(a). The Department and Florence enter into this ACO to provide a schedule, outlined in the compliance schedule below, for Florence to take the actions required by N.J.A.C. 7:10-5.7(a) that will ensure long term compliance with the PFOA MCL.
15. In order to resolve this matter without trial or adjudication, Florence has agreed to entry of this ACO and to be bound by its terms and conditions.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

COMPLIANCE SCHEDULE

16. Florence shall take whatever actions are necessary to achieve and maintain compliance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 et seq., and the Safe Drinking Water Act regulations, N.J.A.C. 7:10-1 et seq., including applicable public notifications, in accordance with the schedule set forth in paragraphs seventeen (17) through twenty-three (23) below.
17. Florence must continue to complete and distribute public notification at the frequency specified per 40 CFR 141.203 et seq. Specifically, Florence must complete Tier 2 public notification every three months until it has completed all approved corrective actions for the PFOA MCL violation and the RAA results illustrate results below the MCL. For any new PFAS MCL NONCs or PFAS MCL one-year deadline NONCs issued by the Department that would require a public notification within thirty (30) calendar days pursuant to the regulations, the public notification deadline is hereby extended to coincide with the every three month public notification frequency required by this paragraph of the ACO.
18. For all public notifications required in paragraph seventeen (17), Florence must submit to the Department a representative copy of each completed and distributed public notification, within ten (10) days of completing the public notification requirements. In addition, Florence must submit a completed Public Notification Certification Form (DEP_10-F_00008.1, previously BSDW-53) in accordance with 40 CFR 141.31(d).19.
19. Florence shall submit a complete permit application to the Bureau of Water System Engineering for the construction of permanent PFAS treatment at TP001003 by April 30, 2025.
20. Florence shall complete the advertisement of bids and award a construction contract for all construction activities necessary to construct permanent PFAS treatment facilities at TP001003 by December 31, 2025.
21. Florence shall complete the construction of its permitted PFAS treatment system at TP001003 and place the permanent PFAS treatment system at TP001003 into operation by December 31, 2027. All the drinking water provided by Florence from TP001003 shall be treated to comply with the PFOA MCL by this date.
22. Florence shall take one sample for PFOA per week for the first four weeks of operation of the newly installed permanent treatment system at TP001003. Thereafter, pursuant to N.J.A.C 7:10-5.2(a)13, Florence shall monitor for PFOA each calendar quarter. All samples must be analyzed by a New Jersey certified lab and submitted to the Department. If the future construction permit, issued by the Department, for the construction of the upgraded TP001003 provides for an alternate sampling frequency or sampling period, then Florence shall comply with whichever sampling frequency and sampling period is more stringent. In addition, Florence shall notify the Department's Bureau of Safe Drinking Water prior to commencing the sampling noted in this

paragraph if Florence wishes to designate one or more of the samples as the required quarterly compliance POE sample(s).

23. On or before January 30, 2028, Florence shall submit to the Department a completed *Placed In Service Certification* form for the permanent treatment installed pursuant to paragraph 21 above.
24. If Florence is not able to achieve compliance by taking the corrective action set forth in this ACO, Florence shall take whatever additional actions are necessary in order to comply with all applicable federal, state, and local permits as well as all applicable statutes, codes, rules, regulations, and orders, including but not limited to the statutes and regulations cited herein.

PROGRESS REPORTS

25. Florence shall submit to the Department quarterly progress reports. Each progress report shall be submitted on or before the 15th day of January, April, July, and October of the appropriate calendar year. Florence shall submit the first progress report to the Department by October 15th for the 3rd quarter of 2024. Each progress report shall detail the status of Florence's compliance with this ACO and shall include, but not be limited to, the following:

- A. Identification of site and reference to this ACO.
- B. Status of permitting and planning approvals needed to complete the COMPLIANCE SCHEDULE SECTION of this ACO.
- C. The status of any work at the site and progress to date.
- D. Identification of any difficulties or problems encountered during the reporting period.
- E. All actions taken to rectify any difficulties or problems.
- F. Identification of the COMPLIANCE SCHEDULE SECTION activities planned for the next reporting period.
- G. Required and actual completion date for each COMPLIANCE SCHEDULE SECTION activity required by this ACO.
- H. An explanation of any noncompliance with the COMPLIANCE SCHEDULE SECTION provisions of this ACO; and performance evaluation of all corrective measures implemented to date.

Progress reports must be submitted by email to bryan.barrett@dep.nj.gov, allison.campbell@dep.nj.gov, and patricia.ingelido@dep.nj.gov.

RESERVATION OF RIGHT TO SEEK PENALTIES

26. The Department reserves the right to seek civil and/or administrative penalties for present and future violations committed by Florence.

STIPULATED PENALTIES

27. Florence shall pay stipulated penalties to the Department, as set forth below, for each failure to comply with the deadlines specified in the COMPLIANCE SCHEDULE SECTION and the PROGRESS REPORTS SECTION of this ACO. However, Florence shall not be liable for the following stipulated penalties for violations of the COMPLIANCE SCHEDULE SECTION if the Department has notified Florence in writing pursuant to the FORCE MAJEURE SECTION of this ACO that it has extended Florence's deadline for a particular period of time for specific violations of the COMPLIANCE SCHEDULE SECTION.

<u>Calendar Days Past Compliance Date</u>	<u>Per Calendar Day</u>
1-7	\$100
8-14	\$200
15 or more	\$500

For all violations of deadlines in the PROGRESS REPORT SECTION the stipulated penalty to be paid by Florence is \$50.00 for each calendar day that Florence is late on the submittal of the Progress Report.

Stipulated penalties for each violation of the COMPLIANCE SCHEDULE SECTION and the PROGRESS REPORT SECTION of this ACO shall continue to accrue daily until performance is satisfactorily completed.

Penalties for violations of the ACO that are not addressed by the preceding paragraphs may be sought civilly and/or assessed administratively under the Act noted above.

28. Nothing in this ACO shall preclude the simultaneous accrual of separate stipulated penalties for separate violations of this ACO.
29. All stipulated penalties shall be due and payable sixty (60) calendar days following Florence's receipt of a written demand from the Department. Payment of stipulated penalties shall be made by suitable financial instrument payable to "Treasurer, State of New Jersey" in the amount of the stipulated penalties demanded by the Department. Payment shall be mailed with the bottom portion of a Department provided payment invoice to the Division of Revenue at the address set forth in the invoice.
30. If Florence fails to pay stipulated penalties pursuant to the preceding paragraphs, the Department may institute civil proceedings to collect the stipulated penalties allowable under the Act and implementing regulations noted above for the violations of this ACO or take any other appropriate enforcement action.

31. The payment of stipulated penalties does not alter Florence's responsibility to complete all requirements of this ACO.

FORCE MAJEURE

32. If any event occurs which is beyond the control of Florence and which Florence believes will or may cause delay in the achievement of the COMPLIANCE SCHEDULE (paragraphs 17 through 23 above) provisions of this ACO, Florence shall notify the Department in writing within seven (7) calendar days of becoming aware of the delay or anticipated delay, as appropriate. In the notification, Florence shall reference this paragraph, describe the anticipated length of the delay, the precise cause or causes of the delay, and any measures taken or to be taken to minimize the delay. Florence shall take all necessary action to prevent or minimize any such delay.
33. The Department may extend the deadlines in the COMPLIANCE SCHEDULE SECTION of this ACO for a period no longer than the delay if the Department finds that:
- A. Florence has complied with the notice requirements of paragraph thirty-two (32) above;
 - B. The delay or anticipated delay has been or will be caused by fire, flood, riot, strike, or other circumstances beyond the control of Florence; and
 - C. Florence has taken all necessary actions to prevent or minimize the delay.
34. If the Department denies Florence's force majeure request, Florence will be subject to stipulated penalties and/or other civil and/or administrative enforcement actions. The burden of proving that any delay is caused by circumstances beyond the control of Florence and the length of any such delay attributable to those circumstances shall rest with Florence. Neither contractor's breach nor increases in the cost or expenses incurred by Florence in fulfilling the requirements of this ACO shall be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. No extension of time shall be granted pursuant to this FORCE MAJEURE SECTION of this ACO for any other provisions of this ACO.

RESERVATION OF RIGHTS SECTION

35. Nothing in this ACO shall constitute a waiver of any statutory, regulatory, or common law rights of the Department pertaining to any of the laws of the State of New Jersey.
36. Nothing in this ACO shall preclude the Department from taking enforcement or penalty action against Florence that the Department may deem appropriate for matters or violations not set forth

in the FINDINGS of this ACO which the Department is entitled to bring under the laws of the State of New Jersey.

37. The Department reserves all statutory, regulatory, and common law rights to require Florence to take additional actions(s) should the Department determine that such actions are necessary to protect public health, safety, welfare, and/or the environment. Nothing in this ACO shall constitute a waiver of any right of the Department to require such additional actions should the Department determine that such actions are necessary.
38. Nothing in this ACO restricts or precludes the Department from raising the above FINDINGS in any other proceeding including, but not limited to, proceedings pursuant to N.J.S.A. 13:1E-126 et seq., (commonly referred to as A-901).

MODIFICATIONS SECTION

39. No modification or waiver of this ACO shall be valid except by written amendment duly executed by Florence and the Department or by the Department's written modification pursuant to the FORCE MAJEURE SECTION herein above.
40. Florence shall not construe any unwritten advice, unwritten guidance, unwritten suggestions, or other unwritten comments by the Department, or by person(s) acting on its behalf, as relieving Florence of its obligations under this ACO, the Safe Drinking Water Act N.J.S.A. 58:12A-1 et seq., and the Safe Drinking Water Act regulations, N.J.A.C. 7:10-1 et seq.

RIGHT OF ENTRY AND INSPECTION SECTION

41. In addition to the Department's statutory and regulatory rights to enter and inspect, Florence shall allow the Department and any person(s) acting on its behalf, access to the site at all times for the purpose of monitoring compliance with this ACO.

TERMINATION SECTION

42. This ACO shall terminate upon receipt by Florence of written notice from the Department that all the requirements of this ACO have been satisfied. Termination of this ACO shall not relieve Florence of its liability for any unpaid penalties previously demanded by the Department pursuant to the terms and conditions of this ACO, nor shall it affect in any way the Department's right and ability to collect said unpaid penalties.
43. The Department reserves the right to unilaterally terminate this ACO and to take any lawful additional enforcement action it deems necessary, in the event Florence violates its terms and/or conditions.

44. The Department reserves the right to unilaterally terminate this ACO if the Department determines it no longer serves the purpose for which it was intended. In the event the Department invokes this provision, the Department shall provide written justification for its action and shall also set forth in writing the date of termination of the ACO.
45. If any provision of this ACO or the application thereof to any person or circumstance shall to any extent be found to be invalid or unenforceable, the remainder of this ACO (or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable) shall not be affected thereby and each provision of this ACO shall be valid and enforceable to the fullest extent permitted by law. The Department does, however, retain the right to terminate the remainder of this ACO if, after such finding, it determines that the remainder of this ACO does not serve the purpose for which it was intended.

GENERAL PROVISIONS SECTION

46. This ACO settles and resolves only the violations cited and is not a settlement of any other civil or administrative action arising from those violations; provided however that nothing in this ACO resolves or precludes criminal prosecution against Florence for criminal violations, if applicable.
47. Florence agrees that the PENALTY SECTION provisions set forth above do not constitute criminal punishment. Florence further waives any right it may have to claim that double jeopardy attaches to the penalty settlement set forth above (if applicable) or to the stipulated penalties set forth in paragraphs 27 through 31 above.
48. This ACO shall be binding on Florence, its successors, assignees, agents, subsequent purchasers, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. This ACO shall also be binding on Florence's principals, directors, officers, members, employees, and any other individuals who are responsible corporate officials within the meaning of the Acts set forth in this ACO.
49. This ACO shall not be construed to be a permit or to be in lieu of a permit for any activities which require permits. Florence shall obtain and comply with all applicable federal, state, and local permits as well as all applicable statutes, regulations, rules, codes, and orders while carrying out the obligations imposed by this ACO, including, but not limited to the statutes, regulations, and permits cited herein.
50. This ACO shall not preclude the Department from requiring Florence to apply for any permit or permit modification issued by the Department under its statutory or regulatory authority for the matters covered herein. When such a permit or permit modification becomes effective, the terms and conditions of any such permit or permit modification shall not be pre-empted by the terms and

conditions of this ACO, even if the terms and conditions of any such permit or permit modification are more stringent than the terms and conditions of this ACO.

51. The obligations or penalties imposed by this ACO are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare, and the environment, and are not intended to constitute debt(s) which may be limited or discharged in a bankruptcy proceeding.
52. Compliance with the requirements of this ACO by Florence is not conditioned in any way on receipt by Florence of any federal, state, local, or public funding.
53. All appendices and/or attachments referenced in this ACO, if any, and all reports, work plans, and other documents required under the terms of this ACO are, upon approval of the Department, incorporated into this ACO by reference and made a part hereof.
54. Florence shall perform all work required by this ACO in accordance with prevailing professional standards.
55. This ACO shall be governed and interpreted under the laws of the State of New Jersey.
56. This ACO shall be construed as if drafted by both parties.
57. Florence agrees not to contest the authority or jurisdiction of the Department to issue this ACO. Florence also agrees not to contest the terms or conditions of this ACO, except that Florence may contest the Department's interpretation or application of such terms or conditions in any action brought by the Department to enforce the terms and conditions of this ACO.
58. Florence hereby consents to and agrees that this ACO is a final agency order, may be docketed with the clerk of the Superior Court pursuant to N.J.S.A. 2A:58-10, N.J.S.A. 58:1A-1 et seq., and 58:12A-1 et seq., and is fully enforceable as a final order in the New Jersey Superior Court upon the filing of a summary action for compliance with the Safe Drinking Water Act.
59. Florence shall give written notice of this ACO to any successor in interest at least thirty (30) calendar days prior to transfer of ownership or control of the facility or facilities which are the subject of this ACO or the property on which such facility is/facilities are located or where the violations occurred and shall simultaneously notify the Department in writing that such notice has been given. This requirement shall be in addition to any other statutory or regulatory requirement(s) arising from the transfer of ownership or control of Florence's facility(ies) or property. In addition, the parties agree that any contract, lease, deed, or any other agreement that Florence enters into to convey the property/facility that is/are the subject of this ACO shall include a provision which states that the successor, assignee, tenant, or purchaser has agreed to assume the

obligations imposed by this ACO and that the terms of this ACO shall be binding on such persons or entities. In the event that Florence fails to comply with this paragraph, Florence shall remain responsible for compliance with the terms and conditions of this ACO despite its transfer of ownership and/or control of the facility(ies) or property.

60. Florence shall provide written notice to the Department of Florence's filing of a petition in bankruptcy no later than the first business day after such filing. This requirement shall be in addition to any other statutory requirement arising from the filing of the bankruptcy petition.
61. Unless otherwise specifically provided herein, Florence shall submit all documents required by this ACO, except penalty payments, to the Department by electronic mail, certified mail-return receipt requested, or by hand delivery with an acknowledgment of receipt form for the Department's signature to:

Bryan Barrett, Chief
New Jersey Department of Environmental Protection
Division of Water Enforcement, Southern Region
2 Riverside Drive, Suite 201
Camden, New Jersey 08103
E-Mail: bryan.barrett@dep.nj.gov

AND

Patricia Ingelido, Director
New Jersey Department of Environmental Protection
Division of Water Supply and Geoscience
Mail Code: 401-04Q, P.O. Box 420
401 East State Street
Trenton, New Jersey 08625
E-Mail: patricia.ingelido@dep.nj.gov

The date the Department receives the electronic mail, the certified mail, or executes the acknowledgment of receipt form will be the date the Department uses to determine Florence's compliance with this ACO.

62. Unless otherwise specifically provided herein, any communication made by the Department to Florence pursuant to this ACO shall be sent to:

Thomas A. Sahol, Township Administrator
711 Broad Street
Florence, New Jersey 08518
or
tsahol@florence-nj.gov

AND

Jeffrey P. Smith, Licensed Operator
711 Broad Street
Florence, New Jersey 08518
or
jsmith@florence-nj.gov

63. Nothing in this ACO shall preclude the Department from taking enforcement action against Florence for matters not set forth in the findings of this ACO.
64. This ACO represents the entire integrated agreement between the Department and Florence on the matters contained herein. The terms and conditions of this ACO supersede all prior negotiations, representations, or agreements, either written or oral, regarding this ACO.

65. This ACO shall become effective upon the execution date by all parties.

FLORENCE TOWNSHIP

DATED: _____

BY: _____
(signature)

NAME: _____
(please print)

TITLE: _____
(please print)

By this signature, I certify that I have full authority
to execute this document on behalf of Florence.

**NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

DATED: _____

By: _____
Bryan C. Barrett, Chief
Division of Water Enforcement,
Southern Region

By this signature, I certify that I have full authority
to execute this document on behalf of NJDEP.