

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2025-211

A motion was made by Deputy Mayor McEvoy; seconded by Councilman Roman that the following resolution be adopted:

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

WHEREAS, the Township owns and operates a sewage treatment plant located at 10 Commerce Court, which serves customers from Verona, the Township of Cedar Grove, and the Borough of North Caldwell; and

WHEREAS, the New Jersey Department of Environmental Protection, Water Compliance and Enforcement has determined that Verona has violated the Permit controlling the handling of sewage, the WPCA, and the NJPDES regulations at N.J.A.C. 7:14A-1 et seq.; and

WHEREAS, the Township has taken action to correct the violations; and

WHEREAS, in order to amicably resolve this matter without trial or adjudication, the Department and Verona have agreed to enter into the attached Administrative Consent Order and to be bound by its terms and conditions.

WHEREAS, the Township Manager recommends that the Administrative Consent Order be executed.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona that the Township Manager, or his designee, is authorized to execute the attached Administrative Consent Order and to take all necessary action to abide by the terms and conditions contained therein.

ROLL CALL:

AYES: Holland, McGrath, Roman, McEvoy, Tamburro

NAYS:

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF
A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025.**



**JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK**





State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

WATER COMPLIANCE AND ENFORCEMENT

NORTHERN REGIONAL OFFICE

7 RIDGEDALE AVE

Cedar Knolls, New Jersey 07927

Tel. (973) 656-4099 • Fax. (973) 656-4400

PHILIP D. MURPHY

Governor

TAHESHA L. WAY

Lt. Governor

SHAWN M. LATOURETTE

Commissioner

IN THE MATTER OF

VERONA TOWNSHIP

:
:
:
:
:

**ADMINISTRATIVE
CONSENT ORDER**

EA ID# NEA250001 – PI ID# 47050

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”) by N.J.S.A. 13:1D-1 et seq., the New Jersey Water Pollution Control Act (“WPCA”) at N.J.S.A. 58:10A-1 et seq., the WPCA regulations at N.J.A.C. 7:14-1 et seq., and the New Jersey Pollutant Discharge Elimination System (“NJPDES”) regulations at N.J.A.C. 7:14A-1 et seq., and is duly delegated to the Assistant Commissioner of Water Resource Management and their assignees pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. Verona Township (“Verona”) owns and operates a sewage treatment plant located at 10 Commerce Court, Verona, Essex County, New Jersey (the “Facility”), which serves customers from Verona, the Township of Cedar Grove, and the Borough of North Caldwell.
2. Pursuant to N.J.S.A. 58:10A-6 and N.J.A.C. 7:14A-2.1(d), no person may discharge any pollutant to the ground waters or surface waters of the State except in conformity with a valid NJPDES permit issued by the Department. Persons include “individual[s], corporation[s], company[ies], partnership[s], firm[s], association[s], owner[s] or operator[s] of a treatment works, political subdivision[s] of [New Jersey] and any state, Federal or interstate agency or an agent or employee thereof.” See N.J.A.C. 7:14A-1.2. Accordingly, Verona may not discharge any pollutant except in conformity with a valid NJPDES permit.
3. The Department issued Verona a NJPDES Discharge to Surface Water permit, permit number NJ0024490 (the “Permit”), for the Facility on September 6, 2019, with an effective

date of January 1, 2020, and an expiration date of December 31, 2024. A Permit renewal application was received by the Department on July 1, 2024, and declared Administratively Complete on July 3, 2024. Additionally, a Permit major modification application was received by the Department on February 4, 2025, and declared Administratively Complete on February 7, 2025. Pursuant to N.J.A.C. 7:14A-2.8(a), the expired Permit remains in full force and effect until a renewed Permit is issued by the Department.

4. The Permit authorizes Verona, as the permittee, to discharge its treated sanitary wastewater to the Peckman River via an outfall pipe designated as DSN004A.
5. Part III of the Permit establishes, among other requirements, specific parameters to be monitored and reported to the Department on Discharge Monitoring Reports (“DMRs”) and Wastewater Characterization Reports (“WCRs”). Further, Part III of the Permit identifies effluent limitations for certain parameters at outfall DSN004A.
6. A review of the DSN004A DMRs submitted to the Department by Verona for the reporting periods January 2022 through January 2025 demonstrate the following effluent limitation exceedances which constitute effluent violations of the Permit:

Monitoring Period	Parameter	Permit Limit	Reported Value	% Excursion	Serious*	SNC*
01/01/2022-01/31/2022	E. Coli	126.0 cfu per 100 ml	605.0 cfu per 100 ml	380	Y	N
12/01/2022-12/31/2022	Oil and Grease	10.0 mg/L	10.5 mg/L	5	N	N
01/01/2023-01/31/2023	E. Coli	126.0 cfu per 100 ml	136.0 cfu per 100 ml	8	N	N
02/01/2023-02/28/2023	Ammonia	57.0 kg/day	66.49 kg/day	17	N	N
02/01/2023-02/28/2023	Ammonia	5.0 mg/L	11.10 mg/L	122	Y	N
02/01/2023-02/28/2023	E. Coli	126.0 cfu per 100 ml	150.0 cfu per 100 ml	19	N	N
04/01/2023-04/30/2023	E. Coli	126.0 cfu per 100 ml	601.0 cfu per 100 ml	377	Y	N
06/01/2023-06/30/2023	Phosphorus	0.76 mg/L	0.90 mg/L	18	N	N
09/01/2023-09/30/2023	E. Coli	126.0 cfu per 100 ml	180.0 cfu per 100 ml	43	Y	Y
09/01/2023-09/30/2023	Oil and Grease	10.0 mg/L	12.2 mg/L	22	N	N
01/01/2024-01/31/2024	E. Coli	126.0 cfu per 100 ml	278.45 cfu per 100 ml	121	Y	Y
03/01/2024-03/31/2024	E. Coli	126.0 cfu per 100 ml	184.7 cfu per 100 ml	47	Y	Y

04/01/2024- 04/30/2024	E. Coli	126.0 cfu per 100 ml	496.0 cfu per 100 ml	294	Y	Y
07/1/2024- 07/31/2024	E. Coli	126.0 cfu per 100 ml	135.0 cfu per 100 ml	7	N	N
10/01/2024- 10/31/2024	E. Coli	126.0 cfu per 100 ml	185.0 cfu per 100 ml	47	Y	N
10/01/2024- 10/31/2024	Phosphorus	0.76 mg/L	0.78 mg/L	3	N	N
11/01/2024- 11/30/2024	E. Coli	126.0 cfu per 100 ml	375.0 cfu per 100 ml	198	Y	Y
12/01/2024- 12/31/2024	E. Coli	126.0 cfu per 100 ml	442.6 cfu per 100 ml	251	Y	Y
12/01/2024- 12/31/2024	CBOD	8.0 mg/L	13.5 mg/L	69	Y	N
05/1/2025 – 5/31/2025	Phosphorus	0.76 mg/L	0.83 mg/L	9	N	N

*Serious violations and Significant Noncomplier (“SNC”) are defined at N.J.A.C. 7:14-8.2.

mg/L - milligrams per liter
cfu per 100 ml - colony-forming units per 100 milliliter sample
CBOD - carbonaceous biochemical oxygen demand

7. In addition to the violations noted above, Verona also incurred violations of the Permit’s Nitrate effluent limitations during the December 2024 and January 2025 monitoring periods. Further, the Department understands that Verona has requested an adjudicatory hearing regarding the Nitrate effluent limitations in the Permit. This ACO does not in any way settle or resolve any violations of the Permit’s Nitrate effluent limitations nor does this ACO in any way settle or resolve Verona’s challenge of the Permit’s Nitrate effluent limitations.
8. Based on the facts set forth above, the Department has determined that Verona has violated the Permit, the WPCA, and the NJPDES regulations at N.J.A.C. 7:14A-1 et seq.
9. On November 1, 2024, December 30, 2024, and January 24, 2025, Verona submitted e-mail correspondences to the Department which set forth plans to address the above noted violations. Hereinafter, the plans set forth in these e-mail correspondences are referred to as “the Project.” Specifically, the Project includes plans to replace the Facility’s existing Ultraviolet Light Disinfection System (“UV System”), which would address the recurring E. Coli violations noted in paragraph six (6) above in the long term. Additionally, Verona would temporarily introduce the addition of Peracetic Acid in conjunction with its existing UV System to support the disinfection process during the upgrades. As of the date of this ACO, the Project is under engineering design.
10. On February 13, 2025, Verona commenced the temporary addition of Peracetic Acid in conjunction with the Facility’s existing UV System to support disinfection of the Facility’s

effluent. The anticipated period of Peracetic Acid use is approximately 18 months, during which time the Project will be designed, permitted, and constructed. The Peracetic Acid is injected upstream of the existing UV System at a concentration that is based on flow rates. Finally, the residual Peracetic Acid is monitored daily to ensure that the concentration of Peracetic Acid in Verona's discharge to the Peckman River is less than 1.0 mg/L.

11. In order to amicably resolve this matter without trial or adjudication, the Department and Verona have agreed to enter into this ACO and to be bound by its terms and conditions.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

A. COMPLIANCE SCHEDULE

12. Verona shall comply with the WPCA, the regulations promulgated pursuant thereto, N.J.A.C. 7:14A-1 et seq., and any permit or approval issued pursuant thereto in operation and management of the Facility.
13. Verona shall take all necessary actions to achieve and maintain compliance with the Permit except that the interim effluent limitations set forth in the INTERIM ENFORCEMENT EFFLUENT LIMITATIONS section of this ACO shall control during the period established in that section.
14. On or before July 15, 2026, Verona shall submit all necessary documents, including without limitation any necessary permit applications to the Department and loan applications to the New Jersey Water Bank, and request authorization from the Department and the New Jersey Water Bank to advertise the Project for bids.
15. Within thirty (30) days of receiving authorization to bid from the Department and the New Jersey Water Bank, Verona shall advertise the Project for bids.
16. Within seven (7) days of receiving authorization from the Department and the New Jersey Water Bank to award the construction contract, Verona shall award the construction contract for the Project.
17. Within twenty-four (24) months of awarding the construction contract, Verona shall complete construction of the Project noted in paragraph nine (9) above and meet the effluent limitations set forth in Part III of the Permit.
18. Within thirty (30) calendar days of completing construction on the Project, Verona shall submit to the Department a Certification For Approval by Professional Engineer form (form WQM-005) for the applicable Treatment Works Approval ("TWA") issued for the Project.

19. If Verona is not able to achieve compliance with the Permit's effluent limitations by taking the corrective actions set forth in this ACO, then Verona 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.

B. PUBLIC NOTICE AND PUBLIC PARTICIPATION

20. Pursuant to N.J.S.A. 58:10A-6.1(b) and N.J.A.C. 7:14-8.3A, the public shall be afforded an opportunity to comment on this ACO prior to the ACO becoming final and effective because this ACO relaxes effluent limitations established in the Permit. The date the ACO is signed by the parties shall be referred to as "the execution date" of this ACO. The date upon which the public participation process is complete shall be referred to as "the final effective date" of this ACO.
21. Within ten (10) calendar days of the execution date of this ACO, Verona shall provide to the Department a proposed plan to provide the public notice required by N.J.S.A. 58:10A-6.1(b) and N.J.A.C. 7:14-8.3A. The proposed plan shall conform to the requirements of N.J.A.C. 7:14-8.3A(b), -8.3A(c), and -8.3A(e).
22. Within ten (10) calendar days of receipt of the Department's approval of the proposed public notice plan, Verona shall provide the public notice as approved by the Department.
23. On or before the close of the public comment period, Verona shall submit to the Department proof of publication of the public notice.
24. If as a result of the public participation process the Department determines it is necessary to impose terms that were not in the ACO on the execution date or are different from this ACO and Verona accepts these terms, then this ACO shall be amended in writing and signed by all parties and shall be enforceable as of the execution date. However, if Verona does not agree with those terms within thirty (30) calendar days of receipt of the Department's proposed amendment(s), then this ACO is null and void, and never of any force and effect. In this instance, the Permit, including without limitation all effluent limitations, and monitoring and reporting requirements, shall be enforceable as if this ACO never existed, and the Department may, among other things, exercise its right to seek penalties for past, present, and future violations of the Permit committed by Verona.
25. If there are no proposed amendments to this ACO upon completion of the public participation process, then this ACO automatically becomes the final effective ACO without any further signatures. Furthermore, if there are no changes to this ACO upon completion of the public participation process, this ACO shall be effective and enforceable from the execution date.

26. If Verona fails to timely and fully complete any or all of the requirements of the provisions of this PUBLIC NOTICE AND PUBLIC PARTICIPATION section, the Department may, at its sole discretion, unilaterally terminate this ACO. In this instance, the Permit, including without limitation all effluent limitations, and monitoring and reporting requirements, shall be enforceable as if this ACO never existed.

C. INTERIM ENFORCEMENT EFFLUENT LIMITATIONS

27. Beginning on the first day of the month following the execution date of this ACO and until termination of this ACO, Verona shall comply with the Interim Enforcement Effluent Limitations set forth below, unless the ACO is voided or modified as a result of the public participation process set forth in the PUBLIC NOTICE AND PUBLIC PARTICIPATION section of this ACO or is otherwise terminated:

PARAMETER	INTERIM ENFORCEMENT EFFLUENT LIMITATION
E. Coli	271 cfu per 100 ml

cfu per 100 ml - colony-forming units per 100 milliliter sample

28. Except as provided in the preceding paragraph, all other terms of the Permit shall remain in full force and effect and shall be fully enforceable.

D. PROGRESS REPORTS

29. Verona shall submit to the Department quarterly progress reports by the fifteenth (15th) day of the month following the quarter being reported. The quarters shall be January to March, April to June, July to September, and October to December. Verona shall submit the first progress report to the Department by October 15, 2025, for the July to September 2025 quarter. Each report shall explain the status of Verona's compliance with this ACO and shall include, but not be limited to, the following:

- A. Identification of site(s) 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(s) and progress to date;
- D. Identification of any difficulties or problems encountered during 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 non-compliance with the COMPLIANCE SCHEDULE section provisions of this ACO; and
- I. Performance evaluation of all corrective measures implemented to date.

Progress reports must be submitted by email to Don.Hirsch@dep.nj.gov and Jessica.Silverio@dep.nj.gov.

E. PENALTY SETTLEMENT

30. In full settlement of the violations cited in the above findings, Verona shall pay a penalty of **\$35,000.00** by suitable financial instrument made payable to the “Treasurer, State of New Jersey” due sixty (60) calendar days after Verona receives an invoice from the Department. The invoice will be sent to Verona by the Department under separate cover on or after the final effective date of this ACO as defined in paragraph twenty (20) above. Verona shall remit payment to the Division of Revenue at the address stated on the Department provided invoice.
31. In the event that Verona fails to make full and timely payment of the settlement penalty amount according to paragraph thirty (30) of this ACO, then a default shall have occurred. If the default is not cured within five (5) days of receipt by Verona of written notice of such default, the Department may declare, in its sole discretion, this ACO null and void. In that event, the Department may issue an Administrative Order and Notice of Civil Administrative Penalty Assessment for all NJPDES Permit violations, including the NJPDES Permit effluent violations in paragraph six (6) above, in the amount determined by the Department according to the NJPDES penalty matrix at N.J.A.C. 7:14-8.5.

F. STIPULATED PENALTIES

32. Verona 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 REPORT section of this ACO. However, Verona shall not be liable for the following stipulated penalties for violations of the COMPLIANCE SCHEDULE section if the Department has notified Verona in writing pursuant to the FORCE MAJEURE section of this ACO that it has extended Verona’s deadline for a particular period of time for specific violations of the COMPLIANCE SCHEDULE section.

<u>Calendar Days After Due Date</u>	<u>Stipulated Penalty Per Calendar Day</u>
1-7	\$100
8-14	\$200
15 or more	\$500

33. For all violations of deadlines in the PROGRESS REPORT section the stipulated penalty to be paid by Verona is \$50.00 for each calendar day that Verona is late on the submittal of the Progress Report.
34. Stipulated penalties for each violation of the COMPLIANCE SCHEDULE section, and the PROGRESS REPORT section of this ACO shall begin to accrue on the day after the performance is due and shall continue to accrue daily until performance is satisfactorily completed.
35. If Verona fails to comply with the INTERIM EFFLUENT LIMITATIONS section of this ACO, Verona shall pay stipulated penalties at the statutory minimum mandatory penalty amounts of \$1,000 for each “Serious Violation” and \$5,000 for each violation that causes Verona to be, or continue to be, a “Significant Non-complier” as defined by N.J.S.A. 58:10A-3 and N.J.A.C. 7:14A-1.2. Verona reserves its rights to assert affirmative defenses pursuant to N.J.S.A. 58:10A-10.2 with respect to any effluent violations of the Interim Enforcement Effluent Limitations set forth herein.
36. Any civil administrative penalties for failure to monitor and report as required by the Permit shall be assessed in accordance with N.J.S.A. 58:10A-10.1(c), -10.1(d), and N.J.A.C. 7:14-8.9.
37. Penalties for violations of this ACO that are not addressed by the preceding paragraphs may be sought civilly and/or assessed administratively under the WPCA and its implementing regulations.
38. Nothing in this ACO shall preclude the simultaneous accrual of separate stipulated penalties for separate violations of this ACO.
39. All stipulated penalties shall be due and payable forty-five (45) calendar days following Verona’s receipt of a written demand from the Department. Payment of stipulated penalties shall be made by check payable to “Treasurer, State of New Jersey” in the amount of stipulated penalties demanded by the Department. Payment shall be mailed with the bottom portion of an included invoice to the Division of Revenue at the address set forth in the invoice.
40. If Verona fails to pay stipulated penalties pursuant to the preceding paragraphs, the Department may institute civil proceedings to collect the stipulated penalties allowable under the WPCA and implementing regulations for the violations of this ACO or take any other appropriate enforcement action.
41. The payment of stipulated penalties does not alter Verona’s responsibility to complete all requirements of this ACO.

G. FORCE MAJEURE

42. If any event occurs which is beyond the control of Verona and which Verona believes will or may cause delay in the achievement of the COMPLIANCE SCHEDULE section provisions of this ACO, Verona 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, Verona 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. Verona shall take all necessary action to prevent or minimize any such delay.
43. 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. Verona has complied with the notice requirements of paragraph forty-two (42) 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 Verona; and
 - C. Verona has taken all necessary actions to prevent or minimize the delay.
44. If the Department denies Verona's force majeure request, Verona 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 Verona and the length of any such delay attributable to those circumstances shall rest with Verona. Neither contractor's breach nor increases in the cost or expenses incurred by Verona 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 the FORCE MAJEURE section of this ACO for any other provisions of this ACO.

H. RESERVATION OF RIGHTS

45. 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.
46. Nothing in this ACO shall preclude the Department from taking enforcement or penalty action against Verona 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.
47. The Department reserves all statutory, regulatory, and common law rights to require Verona to take additional action(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.

48. 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).

I. MODIFICATIONS

49. No modification or waiver of this ACO shall be valid except by written amendment duly executed by Verona and the Department or by the Department's written modification pursuant to the FORCE MAJEURE section herein above.
50. Verona shall not construe any unwritten advice, unwritten guidance, unwritten suggestions, or other unwritten comments by the Department, or by any person(s) acting on its behalf, as relieving Verona of its obligations under its permit(s), this ACO, the WPCA, N.J.A.C. 7:14-8 and/or N.J.A.C. 7:14A-1 et seq.

J. RIGHT OF ENTRY AND INSPECTION

51. In addition to the Department's statutory and regulatory rights to enter and inspect, Verona 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.

K. TERMINATION

52. This ACO shall terminate upon receipt by Verona of written notice from the Department that all the requirements of this ACO have been satisfied. Termination of this ACO shall not relieve Verona 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.
53. The Department reserves the right to unilaterally terminate this ACO and to take any lawful additional enforcement action it deems necessary in the event Verona violates the terms and/or conditions of this ACO.
54. The Department reserves the right to unilaterally terminate this ACO if the Department determines that the ACO 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.
55. 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.

L. GENERAL PROVISIONS

56. This ACO, upon becoming final and effective, settles and resolves only the violations cited herein 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 Verona for criminal violations, if applicable.
57. Verona agrees that the PENALTY SETTLEMENT provisions set forth above do not constitute criminal punishment. Verona further waives any right it may have to claim that double jeopardy attaches to the penalty settlement set forth in paragraph thirty (30) above, or to the stipulated penalties set forth in paragraphs thirty-two (32) through forty-one (41) above.
58. This ACO shall be binding on Verona, 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 the Verona's principals, directors, officers, members, employees, and any other individuals who are responsible corporate officials within the meaning of the WPCA at N.J.S.A. 58:10A-3(1).
59. This ACO shall not be construed as being a permit or to be in lieu of a permit for any activities which require permits. Verona 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.
60. This ACO shall not preclude the Department from requiring Verona 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.
61. 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.

62. Compliance with the requirements of this ACO by Verona is not conditioned in any way on receipt by Verona of any federal, state, local or public funding.
63. 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.
64. Verona shall perform all work required by this ACO in accordance with prevailing professional standards.
65. This ACO shall be governed and interpreted under the laws of the State of New Jersey.
66. This ACO shall be construed as if drafted by both parties.
67. Verona agrees not to contest the authority or jurisdiction of the Department to issue this ACO. Verona also agrees not to contest the terms or conditions of this ACO, except that Verona 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.
68. Verona 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 and 58:10A-10(d)(6)(b); 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 WPCA.
69. Verona 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 located or 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 Verona's facility or property. In addition, the parties agree that any contract, lease, deed or any other agreement that Verona 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 Verona fails to comply with this paragraph, Verona shall remain responsible for compliance with the terms and conditions of this ACO despite its transfer of ownership and/or control of the facility or property.
70. Verona shall provide written notice to the Department of Verona'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

71. Unless otherwise specifically provided herein, Verona shall submit all documents required by this ACO, except penalty payments, to the Department by certified mail return receipt requested or by hand delivery with an acknowledgment of receipt form for the Department's signature to:

Donald Hirsch, Chief
New Jersey Department of Environmental Protection
Division of Water Enforcement – Northern Region
7 Ridgedale Avenue
Cedar Knolls, New Jersey 07927
or
Don.Hirsch@dep.nj.gov

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

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

Kevin O'Sullivan, Township Manager
Verona Township Municipal Building
600 Bloomfield Avenue
Verona, New Jersey 07044
or
kosullivan@veronanj.org

73. Nothing in this ACO shall preclude the Department from taking enforcement action against Verona for matters not set forth in the findings of this ACO.
74. This ACO represents the entire integrated agreement between the Department and Verona 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.
75. This ACO shall become effective upon the execution date, except as otherwise provided in the provisions of the PUBLIC PARTICIPATION section of this ACO.

Signatures on Next Page

By this signature below, I certify that I have full authority to execute this document on behalf of the Department and to bind the Department to its terms.

**NEW JERSEY DEPARTMENT
OF ENVIRONMENTAL PROTECTION**

DATED: _____

BY: _____
Donald Hirsch, Chief
Division of Water Enforcement
Northern Region

By this signature below, I certify that I have full authority to execute this document on behalf of Verona and to bind Verona to its terms.

VERONA TOWNSHIP

DATED: _____

BY: _____
(signature)

NAME: _____
(please print)

TITLE: _____
(please print)

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