

SEPTAGE, SLUDGE AND GREY WATER DISPOSAL AGREEMENT

This Agreement is entered into on this _____ day of _____, 20____, between Northwest Bergen County Utilities Authority (hereinafter “NBCUA”) and _____ (hereinafter “Hauler”).

Acceptance of Septage, Sludge and Greywater

1. For the period of January 1, 2017 to December 31, 2017 NBCUA agrees to accept Septage, Sludge and Greywater delivered by Hauler to NBCUA for treatment and disposal.
2. The acceptance of Septage, Sludge and Greywater from Hauler is subject to all the terms, conditions, and/or representations contained in this Agreement. Each of those terms, conditions, and representations is hereby agreed to be material to this Agreement.
3. The times and dates of delivery of Septage, Sludge and Greywater by Hauler will be scheduled by the NBCUA Plant Superintendent based upon the convenience of NBCUA’s operations and demand requirements.
4. Hauler agrees to deliver to NBCUA Greywater, Septage and Sludge in accordance with the percent total solids outlined in Paragraph 13 and Hauler shall pay NBCUA the rates as established in same Paragraph.
5. Hauler represents, warrants and agrees that it shall deliver to NBCUA only waste originating from known sources. Upon each delivery to NBCUA facilities, Hauler shall execute a certification attesting to the specific source or sources of the waste contained in that delivery.
6. Each load of waste delivered by Hauler to NBCUA shall fall within the allowable limitations set forth in the USEPA Guidance Manual for preventing interference at POTW’s.

7. For purposes of odor control, Hauler shall treat each load of Septage, Sludge and Greywater delivered to NBCUA with one pound of KMNO₄ (potassium permanganate) per 1,000 gallons of waste at NBCUA's request.

8. Hauler represents and warrants that it possesses all permits and approvals required by all Local, State or Federal governments, and all agencies or subdivisions thereof, for the hauling and disposal at NBCUA of septage/sludge to be delivered pursuant to this Agreement.

9. The quality of each load of Sludge delivered, or caused by to be delivered, by Generator to NBCUA shall be in conformity with sludge quality assurance reports submitted by Generator to the New Jersey Department of Environmental Protection (NJDEP) and/or the United States Environmental Protection Agency (USEPA).

10. Prior to the first delivery of Sludge to NBCUA, Generator shall provide NBCUA with a copy of NJDEP's most recently conducted evaluation of Generator's industrial pretreatment program. Generator shall provide NBCUA with copies of all such evaluations received by Generator during the term of this Agreement within one week of Generator's receipt of same.

11. Prior to the first delivery of sludge to NBCUA, Generator shall provide NBCUA with a copy of the Sludge Quality Assurance Report most recently submitted by Generator to NJDEP and/or USEPA. Generator shall provide NBCUA with copies of all such reports submitted by Generator during the term of this Agreement.

Payment

12. Hauler shall pay a non-refundable permit fee of \$300.00 to NBCUA prior to the first delivery of waste. This non-refundable permit fee is due the first of each year.

13. Hauler agrees to pay the following rates to NBCUA for NBCUA's acceptance of waste from Hauler:

- a. For Greywater not exceeding 2.6% solids;
 - \$0.035 per gallon
- b. In the event the water the Hauler delivers has a solid content in excess of 2.6% solids, the Hauler will be charged the following:
 - i) Waste with a solid content exceeding 2.6% but not greater than 4% solids shall be considered septage and charged:
 - \$0.054 per gallon
 - ii) Waste with a solid content exceeding 4% but not greater than 7.9% solids shall be considered sludge and charged:
 - \$0.0725 per gallon
 - iii) Waste with a solid content exceeding 7.9% but not greater than 12% solids shall be considered sludge and charged:
 - \$0.095 per gallon

14. Hauler acknowledges that the rates set forth in paragraph 13 above are subject to public hearing. Hauler agrees that if the rates set forth above are adjusted as a result of public hearing, the rates to be charged to, and paid by, Hauler shall be as set at the public hearing.

15. Hauler shall be billed monthly for the deliveries made during that month. Bills shall be due and payable upon receipt of same by Hauler. In addition to all other remedies provided by law and this Agreement, if any bill remains unpaid for an excess of seven (7) days, interest shall be charged at the rate of 1 ½% per month from the date of the bill.

16. Hauler shall provide NBCUA with \$1,000.00 deposit, as security for payment of bills, prior to the first delivery of septage to NBCUA. This deposit shall be non-interest bearing and shall be waived for communities having a Service Contract with the Authority.

Indemnity, Hold Harmless and Insurance

17. Hauler agrees to indemnify NBCUA for, and hold NBCUA harmless against, any and all loss, damage, claims for damages including reasonable attorney fees, of any nature whatsoever, in any legal action or suits, recoveries, judgements, or executions which may be had, brought, or recovered by reason of bodily injury, personal injury or property damage, including death resulting therefrom, to any person or property whatsoever, arising out of any act or omission of the Hauler and/or the Hauler's agents, servants or employees or sub-contractors.

18. Hauler shall, at its own cost and expense secure and maintain, for the life of this Agreement, and shall cause its sub-contractors to obtain and maintain for the life of their sub-contracts, insurance coverage as follows;

- a) Commercial General Liability with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Policy must include Products Liability with a minimum of \$1,000,000.
- b) Commercial Auto Insurance with a minimum of \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- c) Workers Compensation Insurance, statutory limits.
- d) Pollution Liability Insurance for both first party and third party claims, must be provided with minimum \$1,000,000 limit.

19. Hauler shall provide evidence of required insurance coverage by supplying NBCUA with a Certificate of Insurance naming NBCUA as “Additional Insured”. Additional Insured status must be primary and non-contributory.

Cancellation of Agreement

20. NBCUA shall have the right to cancel, terminate and/or suspend this Agreement prior to the termination date set forth in paragraph 1, upon providing thirty (30) days notice of the intent to cancel, terminate and/or suspend to Hauler.

21. In the event of any breach of any of the terms, condition, representations, or warranties of this Agreement by Hauler, NBCUA shall have the right, in addition to all other remedies provided by law, to immediately cancel this Agreement.

22. NBCUA shall have the right, even in the absence of a breach by Hauler, and in addition to any other remedies provided by law, to immediately cancel or suspend this Agreement whenever, in the sole discretion of NBCUA, immediate cancellation or suspension is warranted and/or necessary to protect the interests of NBCUA and/or those municipalities to whom NBCUA has a service agreement for the treatment of sewage (hereinafter “participating municipalities”). Hauler acknowledges that situations where such immediate cancellation or suspension shall be warranted and/or necessary include, but shall not be limited to, those situations in which NBCUA, in its sole discretion, determines that acceptance of septage from Hauler signing this Agreement, from septage haulers generally, or from any entity other than a participating municipality, threatens, impairs or in any way affects the ability of NBCUA to: a) provide service and facilities to participating municipalities; b) insure compliance by NBCUA with any permits held or to be held by NBCUA; or c) comply with any Local, State or Federal laws or regulations, or requirements.

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____

Howard Hurwitz
Executive Director

Dated: _____

By: _____

Hauler

Dated: _____