

WANAQUE VALLEY REGIONAL SEWERAGE AUTHORITY

WASTE DISPOSAL AGREEMENT

This Agreement, is entered into this day of 202 by and between the Wanaque Valley Regional Sewerage Authority (“WVRSA”) and (“The Hauler”).

WHEREAS, the WVRSA has the capability to accept and process domestic septage, wastewater, greywater, and sludge (collectively referred to as “Waste” and;

NOW THEREFORE, the two parties agree as follows:

CONTENT OF THE WASTE

1. All Waste brought to the WVRSA facility shall be of domestic household origin. No industrial or hazardous substances of any kind will be brought to the WVRSA facility by Hauler. A Hauler may not attempt to discharge any material which may, for any reason contain industrial or hazardous substance, or material of unknown origin. For purposes hereof, the term “hazardous substances” shall include all substances defined as hazardous substances or hazardous wastes under the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Comprehensive and Control Act, N.J.S.A. 58:10-23.11, et seq., or the Comprehensive and Environmental Response Compensation Liability Act, 42 U.S.C.A. 9601 et seq.
2. WVRSA may, at its sole discretion and without prior notice, refuse to accept at its facility and reject for processing any materials it feels may violate paragraphs 1, 4, 5, 6 & 7 or any other section of this Agreement. Acceptance of any materials by the WVRSA shall in no way limit the Hauler’s liability hereunder for breach of any provision of this agreement.
3. For the purposes of determining the chemical, physical or biological characteristics of any material presented at its facility for discharging, WVRSA reserves the right, at its own expense, to sample and analyze material prior to permitting its discharge or any time thereafter. WVRSA has the right to change the classification of waste delivered based upon the results of laboratory analyses performed on the waste sample.

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4. No Waste will be accepted unless its pH value is between 6.00 and 9.00. WVRSA shall be the final authority as to the pH value of Waste presented to it for processing. No Waste will be accepted which, in the sole discretion of the Authority, contains – grease, fats, oils or floatables.

5. Fruit Juice / Brewery Waste - the **WVRSA will not accept any liquid fruit juice or brewery waste or any waste which contains a high concentration of sugars, yeasts, etc.**

6. **Grease, Fats, Oil – PROHIBITED – WVRSA does not accept said waste.**

7. **Portable Toilet Waste – PROHIBITED – WVRSA does not accept said waste.**

SEE SCHEDULE A

ADJUSTMENT OF RATES AND BILLING

7. Rates for all wastes are subject to change at the discretion of the WVRSA Commissioners upon at least thirty (30) days written notice.

8. Haulers will receive a bill from the WVRSA on a monthly basis. All bills must be paid within thirty (30) days from the date of the invoice. If the bill is not paid within (30) days from the date the bill is due, there will be a finance charge of 1.5% per month (18% per annum) imposed upon all balances due from the date of delinquency. All payments received will be applied to the oldest outstanding principle and interest balances. Returned checks will result in a return check charge of \$35.00 on the following month invoice.

LOCATION OF DISCHARGE

9. Waste the Hauler desires the WVRSA to process shall, at Hauler's sole expense and responsibility, be brought to the WVRSA facility located at 101 Warren Hagstrom Boulevard, Wanaque, New Jersey. Waste is accepted for disposal 7 days per week, including holidays, in accordance with the following schedule, except WVRSA reserves the right to close the Septage Receiving Area at any time and without prior notice to haulers due to treatment plant upset, weather condition or any other unforeseen condition, or in an emergency situation as defined by WVRSA.

1) Winter Schedule – December thru March 7AM – 7PM

2) Summer Schedule - April thru November 6AM - 9PM

10. It is the responsibility of the Hauler to discharge the Waste into the receiving area of the WVRSA facility. Septage and greywater shall be discharged into the septage receiving area. Sludge **must** be discharged into the sludge holding tanks.

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METHOD OF DISCHARGE

11. Prior to discharging any Waste, the Hauler must present himself to WVRSA personnel for completion and signing of a delivery ticket (the "Ticket"). The Ticket will state:

- (a) the date;
- (b) the time;
- (c) the name of Hauler;
- (d) the origin and type of Waste being offered for disposal;
- (e) the volume of the truck;
- (f) the volume of Waste being offered for disposal;
- (g) the name of the WVRSA representative accepting the ticket;
- (h) signature of driver delivering the waste

12. An employee of the WVRSA shall supervise the discharge of Waste at the Facility and instruct the Hauler as to the rate of flow at which to discharge the Waste. The Hauler is responsible for following the instructions of the WVRSA employee. Discharge of Waste from truck must be by gravity. **Blowing off of waste is prohibited unless authorized by WVRSA personnel.**

13. The Hauler will be responsible for the clean-up and removal of any Waste and other materials spilled by the Hauler on WVRSA property as well as Waste or other materials not properly discharged by Hauler into the septage receiving area.

14. Haulers hereby recognize that a housing development has been constructed adjacent to the WVRSA Treatment Plant Facility. The WVRSA access road is considered a "QUIET ZONE". Use of engine brakes and excessive engine or other noise is prohibited. Posted speed limits are to be obeyed at all times. Idling / parking on roadway is prohibited, Please use ballfield parking lot on Warren Hagstrom Boulevard for idling / parking, etc.

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INDEMNIFICATION

15. Hauler represents that it will not violate or cause to be violated any local, municipal, State or Federal environmental law while on WVRSA property.

16. Hauler hereby indemnifies and holds harmless WVRSA against and from any claims, liabilities, expenses, damages, penalties, charges and legal fees which may be imposed upon WVRSA resulting from:

A) a violation by Hauler of any of the provisions of this Agreement including, but not limited to, the representation in paragraph 17; or

B) the Hauler dumping or discharging at the WVRSA facility any material not specifically allowed under this agreement; or

C) any accident or injury suffered by any person including, but not limited to, employees of Hauler, or damage to the property of Hauler, WVRSA or any other person, arising out of or in connection with the activities of Hauler in or about the WVRSA facility, the streets, sidewalks or land adjacent thereto;

16. WVRSA may in its sole discretion, and without any liability to Hauler, and without prior notice, refuse to accept the discharge of Waste from Hauler at times of treatment plant upset, high influent flow conditions or for any other good cause as determined by WVRSA personnel.

TERMINATION

18. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. All indemnification provisions in the Agreement shall survive termination.

INSURANCE

19. The Hauler shall at its own cost and expense maintain, and shall cause its subcontractors to maintain insurance in the minimum amounts as set forth below. The Hauler shall have the WVRSA named as an additional named insured in its policies for the insurance coverage required herein, and a certificate of insurance evidencing the required insurance coverage shall be filed by the Hauler with the WVRSA, which certification shall provide the WVRSA shall be given 30 days written notice prior to termination or reduction of such insurance. The Hauler shall maintain the following coverage:

A) Comprehensive General Liability Insurance with an occurrence limit of not less than \$1,000,000.00;

B) Worker's Compensation and Employee's Liability Insurance covering all employees engaged directly and indirectly in the disposal of Waste at the WVRSA facility; and

C) Automotive and Other Vehicle Liability Insurance covering all owned and hired vehicles in the following minimum amounts:

1. Bodily Injury - \$1,000,000.00
2. Property Damage - \$1,000,000.00

COST OF ENFORCEMENT

22. The Hauler shall reimburse WVRSA for all costs, including reasonable attorneys' fees and costs of suit, incurred by WVRSA in enforcing this Agreement as a result of the Hauler's violation of any provision of this Agreement.

NOTICE

23. All invoices, notices, requests, demands and other communications herein shall be in writing and shall be deemed to have been duly given, if delivered via fax, in person or mailed by first class U.S. mail, postage pre-paid;

If to WVRSA:

Wanaque Valley Regional Sewerage Authority
101 Warren Hagstrom Boulevard
Wanaque, New Jersey 07465

Phone # (973) 831-6658
Fax # (973) 831-1733

If to Hauler:

NAME:

STREET ADDRESS:

BILLING ADDRESS:

PHONE #

FAX#

EMAIL ADDRESS -

LICENSING, TESTING AND MONITORING

24. The Hauler warrants that it now has and will maintain all required State and Federal licenses and permits to haul waste. The Hauler shall be solely responsible at its own cost and expense for requirements mandated by the New Jersey Department of Environmental Protection (NJDEP) and the United States Environmental Protection Agency (USEPA), or pursuant to any other local, municipal, State or Federal environmental law. Copies of any waste analysis reports or any other documentation sent to or from the NJDEP and USEPA shall be filed with the WVRSA.

ENTIRE AGREEMENT

25. This Contract represents the entire agreement between the parties and supersedes and nullifies any prior agreement. Any modification or addition to the agreement must be in writing signed by both parties.

Wanaque Valley Regional
Sewerage Authority

Hauler

BY: _____

BY: _____

PRINT NAME: Michael Roeder

PRINT NAME:

TITLE: Interim Executive Director

TITLE:

SCHEDULE A

DISPOSAL RATES AND WASTE CLASSIFICATIONS

(1) **SEPTAGE DISPOSAL**

SEPTAGE IS DEFINED AS ANY WASTE WITH A TOTAL SOLIDS (TS) CONCENTRATION OF 1250 mg/L OR HIGHER. THE WVRSA SHALL BE THE FINAL AUTHORITY AS TO THE TS CONCENTRATION OF THE WASTE.

SEPTAGE DISPOSAL RATE = 0.0684 per gallon discharged

(2) **GREYWATER / WASTEWATER DISPOSAL**

GREYWATER/WASTEWATER IS DEFINED AS ANY WASTE WITH A TOTAL SOLIDS (TS) CONCENTRATION OF LESS THAN 1250 mg/L. THE WVRSA SHALL BE THE FINAL AUTHORITY AS TO THE TS CONCENTRATION OF THE WASTE.

GREYWATER / WASTEWATER RATE = 0.0239 per gallon discharged

(3) **SLUDGE DISPOSAL**

THE WVRSA ACCEPTS A VERY LIMITED VOLUME OF DOMESTIC WASTEWATER SLUDGE FOR DISPOSAL. ALL SLUDGE DELIVERIES MUST BE SCHEDULED IN ADVANCE AND ALL SLUDGE MUST BE DUMPED INTO THE WVRSA SLUDGE HOLDING TANKS.

SLUDGE DISPOSAL RATE = 0.2420 per gallon discharged

WVRSA DOES NOT ACCEPT PORTABLE TOILET, PORTA-JOHN, SANI-JOHNS, ETC. WASTE.

WVRSA DOES NOT ACCEPT GREASE