

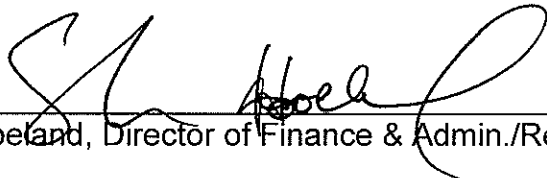
**RESOLUTION RE: AUTHORIZING AN AGREEMENT WITH THE PASSAIC VALLEY SEWERAGE COMMISSION FOR THE DISPOSAL OF NON-HAZARDOUS SLUDGE MATERIAL FOR A PERIOD OF FIVE YEARS**

**WHEREAS**, the current five (5) year agreement between the Wanaque Valley Regional Sewerage Authority (WVWSA) and the Passaic Valley Sewerage Commission (PVSC) for the disposal of no-hazardous sludge material has expired; and

**WHEREAS**, the WVWSA Board of Commissioners determines it to be in the best interest of the WVWSA to enter into a renewed five (5) year agreement with the PVSC for the disposal of non-hazardous sludge material produced by the WVWSA.

**NOW, THEREFORE, BE IT RESOLVED** that the WVWSA Board of Commissioners does hereby authorize an agreement with the Passaic Valley Sewerage Commission, attached to and made part of this Resolution, for the disposal of non-hazardous sludge material produced by the WVWSA for a five (5) year period commencing with the execution of said agreement.

Adopted this 28 day of January 2026  
and certified to be a true copy of the original



Sharon Hoeland, Director of Finance & Admin./Recording Secretary

Commissioner	Motion	Second	Ayes	Nays	Abstain	Absent
Allen		X	X			
Conion	X		X			
Farinella			X			
Gerst			X			
Taukus			X			
Covelli			X			

BRENDAN MURPHY  
Chairman

LUIS A. QUINTANA  
Vice Chairman

ELIZABETH CALABRESE  
JOHN J. COSGROVE  
L.LAWRENCE CRUMP  
JAMES P. DORAN  
JOSEPH F. ISOLA  
HECTOR C. LORA  
Commissioners



*"Protecting Public Health and the Environment"*

600 Wilson Avenue  
Newark, NJ 07105  
P (973) 344-1800 F (973) 334-2951  
[www.nj.gov/pvsc](http://www.nj.gov/pvsc)

Liquid Waste Acceptance Fax: (973) 466-3194

GREGORY A. TRAMONTOZZI  
Executive Director

THOMAS A. FUSCALDO  
Acting Clerk

MICHAEL D. WITT, ESQ.  
General Counsel

January 12, 2026

Ms. Sharon Hoeland  
Wanaque Valley Regional Sewer Authority  
101 Warren Hagstrom Boulevard  
Wanaque, NJ 07465

**RE: Wanaque Valley Regional Sewer Authority 92B**

Dear Ms.Hoeland:

Enclosed is an executed copy of the Agreement between PVSC and Wanaque Valley Regional Sewer Authority for municipal sludge disposal from its facility. This Agreement will expire on 12/12/2031. We are pleased to serve your liquid waste management needs and look forward to a long and mutually beneficial relationship.

Should you have any questions or require additional information regarding this matter please do not hesitate to contact me at (973) 817-8424.

Sincerely,  
PASSAIC VALLEY SEWERAGE COMMISSION

*Cameron Chadwick*

Cameron Chadwick  
Liquid Waste Acceptance Supervisor 1

CC/dt  
Enclosure(s)

c: Gregory A. Tramontozzi, Executive Director  
Thomas A. Fuscaldo, Acting Clerk  
File, Liquid Waste Acceptance

PVSC# 20250039

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 13<sup>th</sup> day of January, 2025, between the **PASSAIC VALLEY SEWERAGE COMMISSION**, a public body politic and corporate of the State of New Jersey organized under N.J.S.A. 58:14-1, et seq., with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105 ("PVSC") and **WANAQUE VALLEY REGIONAL SEWERAGE AUTHORITY**, a public body politic and corporate of the State of New Jersey organized under N.J.S.A. 40:14B-1, et seq., with principal offices located at 101 Warren Hagstrom Boulevard, Wanaque, NJ, 07465 ("CUSTOMER")(collectively, the "Parties").

## RECITALS

1. PVSC owns and operates a wastewater treatment facility located in Newark, New Jersey (the "PVSC Wastewater Treatment Plant.")
2. The PVSC Wastewater Treatment Plant has waste disposal facilities and capabilities.
3. CUSTOMER is a governmental entity generator of non-hazardous municipal sludge, as determined by PVSC, and desires to have such non-hazardous municipal sludge treated and disposed of by PVSC.
4. PVSC is agreeable to treat and dispose of CUSTOMER's non-hazardous municipal sludge, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

## TERMS AND CONDITIONS

### SECTION 1 GENERAL SCOPE

- A. CUSTOMER agrees to deliver liquid waste approved by PVSC (the "Waste") at no cost to PVSC to the point of connection to PVSC's system, as designated by PVSC. If CUSTOMER utilizes a hauler to deliver its waste, the hauler must be approved by PVSC pursuant to its procedures.
- B. The Waste shall meet all PVSC standards for discharge, including the applicable sections of the "Rules and Regulations Concerning Discharges to the Passaic Valley Sewerage Commission Treatment Works" (the "PVSC Rules and Regulations"), which are incorporated by reference into this Agreement as if fully set forth herein. The Waste shall not be detrimental to PVSC's treatment plant, as may be determined by PVSC in PVSC's sole discretion.

C. Waste shall be delivered by CUSTOMER via tank truck or barge provided with either a gravity discharge or a self-contained pump capable of discharging the waste through approximately 10 feet of a 4- or 6-inch discharge hose to an at grade connection or other designated discharge point.

D. PVSC shall have the right to sample any Waste delivery before or during discharge and analyze for any parameter.

E. PVSC shall have the right to reject any Waste delivery if, in its sole determination, the introduction of the contents may negatively impact the operation of the PVSC system.

**SECTION 3**  
**SERVICE CHARGE; ANNUAL ADJUSTMENT; BILLING**

A. In consideration for the treatment and disposal of the Waste by PVSC, CUSTOMER agrees to pay PVSC a service charge at the rate specified in Rate Schedule attached to this Agreement as Exhibit A. All charges for Waste deliveries shall be based upon full truckloads, regardless of whether a full truckload is delivered. PVSC may, at its option, require CUSTOMER to provide a weight ticket from a certified scale to confirm volume.

B. The weight or weighted average of total solids content of any Waste delivered by CUSTOMER to PVSC will be determined exclusively by PVSC's State-certified laboratory. PVSC Laboratory determinations/results will be the basis for weight and/or weighted averages of solids used for PVSC billing purposes.

C. Commencing the second year of the term of this Agreement, and for every year during the term of this Agreement thereafter and during any extension thereof, including the exercise of any option term of this Agreement, the rate shall, on an annual basis starting on the 1st day of the month of the anniversary of this Agreement and repeating on the 1st day of the month of the anniversary date of each calendar year thereafter, be increased or decreased consistent with, and in the amount of, any increase or decrease in the Consumer Price Index ("CPI") as published by the U.S. Department of Labor, Bureau of Statistics for New York-Northern New Jersey, all items (1982-1984 the average for items equals 100 - Series ID No. CUURS12ASA0). The CPI used for the increase will be based on the CPI of the month of the anniversary date of the contract from the previous year. Unless CUSTOMER notifies PVSC of its intention to terminate this Agreement, not later than thirty (30) days prior to the anniversary of the current year of this Agreement, CUSTOMER shall be deemed to have agreed to the increased Rate. In the event CUSTOMER does notify PVSC of its intention to terminate this Agreement, pursuant to this provision, such termination shall be effective on the ensuing anniversary. The termination shall in no way relieve CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing.

D. PVSC shall charge and bill CUSTOMER monthly for services provided during the term of this Agreement. Charges are due and owing upon receipt by CUSTOMER of the monthly

D. If CUSTOMER defaults in any of its obligations of the terms of this Agreement, PVSC may immediately and without further notice terminate services, provided that such termination shall in no way relieve CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing. If timely payment is not made by CUSTOMER and PVSC institutes an action for collection, PVSC shall be entitled to be reimbursed for all costs of collection, including filing fees and reasonable attorney fees.

E. If NJDEP or any other governmental agency having jurisdiction over PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall automatically terminate within sixty (60) days of implementation of the plan. If the plan renders any provision of this Agreement unenforceable or requires changes and modifications in the Agreement which PVSC is unwilling to accept, then PVSC reserves the right to terminate this Agreement upon sixty (60) days' notice.

F. Regardless of any other provision in this Agreement, PVSC shall have the absolute right to suspend and/or terminate this Agreement if PVSC determines, in its sole and absolute discretion, that it does not have the capacity to treat the waste to be delivered pursuant to this Agreement, or if the treatment of such waste will or has caused PVSC to violate any regulatory control mechanism under which it is permitted to operate its facility, and the violation cannot be corrected or removed despite PVSC's good faith efforts to do so. The termination or suspension provided for in this Agreement shall be on seven (7) days' written notice to CUSTOMER. CUSTOMER expressly agrees that PVSC will incur no liability of any kind in exercising its right to terminate or suspend the Agreement pursuant to this provision.

#### SECTION 7 REGULATORY ENFORCEMENT

A. In addition to, and separate and apart from the enforcement of any contractual rights under the terms and conditions of this Agreement, PVSC reserves the right to institute such regulatory enforcement actions as it may deem appropriate under applicable federal and/or State law, as well as those contained in PVSC's Rules and Regulations in the event of CUSTOMER'S violation of this Agreement.

B. In the event any waste discharged by CUSTOMER to PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provisions or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to PVSC, or causes PVSC to incur any fines or penalties for violation of any USEPA, NJDEP, and/or any other governmental agency law, rule or permit, then in any such case, CUSTOMER shall indemnify and hold PVSC harmless without limitation and in full for such additional costs incurred, or fines, or penalties assessed. Provided, however, that CUSTOMER shall not incur any liability under this subsection unless PVSC can reasonably demonstrate that CUSTOMER, or its agents, or its waste was the cause of the unusual maintenance, operating costs,

d. Property damage on account of all occurrences \$2,000,000

B. CUSTOMER shall have PVSC named as an additional insured on its policy for coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by CUSTOMER with the Executive Director of PVSC. If CUSTOMER is self-insured, CUSTOMER shall provide PVSC proof of its self-insurance and provide a Certificate of Self-Insurance as required by this section.

**SECTION 11**  
**GOVERNING LAW AND VENUE**

A. This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of CUSTOMER and (if applicable) generator and shall be governed by and construed in accordance with the laws of the State of New Jersey. Further, CUSTOMER and (if applicable) generator agree to waive as a defense to any actions arising out of the discharge of wastes to PVSC's facility, the fact that CUSTOMER or (if applicable) generator are not entirely located within or subject to the jurisdiction of PVSC and its Rules and Regulations.

B. The Parties agree that all claims asserted by PVSC arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the District of New Jersey (Newark) or in the Superior Court of the State of New Jersey, Essex Vicinage. The parties further waive all rights to trial by jury.

**SECTION 12**  
**ASSIGNMENT PROHIBITED**

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express written consent of PVSC, and CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other party.

**SECTION 13**  
**INTEGRATION; MODIFICATION; CONSTRUCTION**

A. The parties hereby agree and acknowledge that this Agreement represents the entire understanding between them with regard to the subject matter of the Agreement and supersedes all other communications, oral or written, between them regarding the subject matter of the Agreement.

B. No additions, changes, modifications, renewals, or extensions of this Agreement shall be binding unless reduced to writing and signed by CUSTOMER and PVSC.

C. No provision of this Agreement or any document related hereto shall be construed or interpreted to the disadvantage of any party by any court, governmental entity, or any other person by virtue of the party being deemed the drafter or constructor of such provision.

**SIGNATURES**

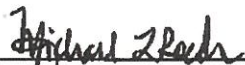
**THE PARTIES ACKNOWLEDGE** that they have read, understand, and accept the foregoing Agreement, including any attachments, exhibits, and supplements, and that they are legally authorized to enter into this Agreement, as evidenced by the signatures and corporate seals affixed below.


**PASSAIC VALLEY SEWERAGE COMMISSION**

By:   
GREGORY A. TRAMONTOZZI  
Executive Director

Attest:   
THOMAS A. FUSCALDO  
Acting Clerk

**Wanaque Valley Regional Sewerage Authority**

By:   
(Name) Michael L. Rozder  
(Title) Interim Executive Director

Attest:   
(Name) Sharon Hoeband  
(Title) Director of Finance & Admin.



**LIQUID WASTE ACCEPTANCE PROGRAM  
AGREEMENT  
WITH  
WANAQUE VALLEY REGIONAL SEWERAGE  
AUTHORITY  
(MUNICIPAL, NON-CATEGORICAL)**

PVSC Customer Number: 92B  
PVSC Agreement Number: 20250039  
Date: 1/5/2026

C. PVSC will accept the Waste from CUSTOMER subject to the limitations as set forth in Section 2 below, and CUSTOMER shall pay for the treatment and disposal of the Waste as provided in this Agreement.

**SECTION 2**  
**WASTE AMOUNT, PROHIBITED CONTENT,**  
**SERVICE CHARGES, AND MANNER OF DELIVERY**

A. CUSTOMER expressly warrants and guarantees that it will deliver to PVSC 100% of its total Waste production during the term of this Agreement. Unless CUSTOMER is incinerating its Waste at its own facility, CUSTOMER agrees that if it does not deliver 100% of its total Waste production, it will pay PVSC for any Waste production not delivered at the rate specified in this Agreement. The PVSC agrees to accept, treat and dispose of the non-hazardous waste delivered by CUSTOMER to PVSC during the term of this Agreement or any extension of it based on the description provided in the attached CUSTOMER'S application.

B. CUSTOMER shall not discharge into PVSC's wastewater treatment plant:

1. Any prohibited waste as defined by Section 312 or any other of PVSC's Rules and Regulations.
2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.
3. Any waste with a pollutant content greater than contained in the documentation submitted in CUSTOMER'S Application.
4. Any waste which is defined as "hazardous" by the United States Environmental Protection Agency ("USEPA"), the New Jersey Department of Environmental Protection ("NJDEP"), PVSC, and/or any federal or State regulatory agency.
5. Mixtures of the approved waste, as defined in CUSTOMER'S Application, with any other waste.
6. Any waste which exceeds the maximum percent total solids contained in Exhibit A hereof.

bill. Interest shall accrue at the rate of one-and-one-half percent (1½%) per month on charges not paid within ninety (90) days of the billing date.

E. CUSTOMER will in each fiscal year make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the PVSC during such fiscal year to the annual payments due hereunder.

#### **SECTION 4** **TESTING AND MONITORING**

A. CUSTOMER shall be responsible for waste sampling, testing, reporting, or other requirement of NJDEP and USEPA and for the cost thereof, for monitoring for waste quality parameters, including, but not limited to, heavy metals and toxic organic chemicals. Copies of the waste analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for waste quality parameters shall be filed with PVSC simultaneously their submission to the regulatory agency(s).

B. CUSTOMER shall maintain such records as necessary to demonstrate compliance with the requirements of this Agreement, PVSC's Rules and Regulations, and any applicable State and federal pretreatment standard or requirement. All records and information resulting from any monitoring activities required by this Agreement, including all records of analysis performed, shall be retained for a minimum of five (5) years, and shall be available for inspection by PVSC during CUSTOMER'S regular business hours.

#### **SECTION 5** **SPILLAGE**

Any spillage caused by CUSTOMER or CUSTOMER'S hauler and/or equipment while on PVSC property shall be CUSTOMER'S responsibility to properly clean up at CUSTOMER'S expense. The clean-up shall meet all federal and State requirements and regulations, including supplying all documentation.

#### **SECTION 6** **TERM OF AGREEMENT; TERMINATION**

A. The term of this Agreement shall commence on [REDACTED] and end on [REDACTED], for a total of five ( 5 ) years. (TBD After Director's Signature)

B. If upon the expiration of this Agreement, PVSC continues to provide service and CUSTOMER continues to dispose of the waste at PVSC, then and in such events, the terms of this Agreement shall bind the parties for all services provided post-expiration of this Agreement.

C. If this Agreement is renewed or extended, CUSTOMER shall complete and submit a new PVSC Application, including all required laboratory analysis. Failure to submit a complete Application or shall constitute a CUSTOMER default of this Agreement.

or fine or penalty, and in no event shall CUSTOMER be responsible for reimbursement of any amount unreasonably incurred. Nonpayment of any costs or fines and penalties shall constitute a default of this Agreement.

**SECTION 8**  
**COVENANT BY PVSC**

A. PVSC shall use reasonable diligence and care to provide waste treatment service at its sewage treatment plant for the use of CUSTOMER. PVSC shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of PVSC or any cause considered an event of force majeure.

B. PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over PVSC. If PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over PVSC, then this Agreement shall become null and void.

**SECTION 9**  
**INDEMNIFICATION**

CUSTOMER agrees to indemnify and hold PVSC harmless without limitation and in full from any and all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person arising out of the making and performance of this Agreement; provided that this indemnification shall not apply to any damages and claims for damages, arising from the negligence of PVSC, its agents or employees. This Agreement shall be made a part of CUSTOMER'S Comprehensive General Liability Policy, and PVSC shall also be designated as an additional named insured on such policy.

**SECTION 10**  
**INSURANCE**

A. CUSTOMER shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

- |  |             |
|--|-------------|
| a. Injury or death to one person   | \$1,000,000 |
| b. Injury or death to more than one person or<br>more than a single occurrence | \$2,000,000 |
| c. Property damage   | \$1,000,000 |

**SECTION 14**  
**NO RIGHTS IN PVSC**

It is expressly acknowledged and understood by CUSTOMER that CUSTOMER is solely a contract customer of PVSC's Liquid Waste Acceptance Program and nothing in this Agreement shall or is intended to in any way convey any rights to CUSTOMER whatsoever with regard to ownership, capital, property rights, or equity in the system or plant of PVSC, nor shall CUSTOMER acquire by this Agreement any rights, express or implied, to participate in any way in the operation or the administration of PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of PVSC's property, including but not limited to participation in eminent domain proceedings.

**THIS SPACE LEFT INTENTIONALLY BLANK**

**EXHIBIT A**

**WANAQUE VALLEY REGIONAL SEWERAGE AUTHORITY -2026**

Percent Total Solids	Price per 1,000 gallons
Up to 3.99	\$59.29
4.00 to 4.49	\$63.91
4.50 to 4.99	\$68.90
5.00 to 5.49	\$74.27
5.50 to 5.99	\$80.06
6.00 to 6.49	\$86.30
6.50 to 6.99	\$93.03
7.00 to 7.49	\$100.29
7.50 to 7.99	\$108.11
8.00 & Above	\$116.54