

CITY OF TENINO

DISPOSAL OF SEPTIC WASTES

Issued to [fill in name of hauler]

Hereinafter referred as the HAULER, by the City of Tenino Public Works (City). City agrees to provide treatment facilities at the Wastewater Treatment Plant, for processing septic tank wastes for the fees described in accordance with the conditions of this permit.

Section 1.0- Septic Waste Hauler/City of Tenino Representatives.

The City of Tenino Public Works Director, or his duly authorized representative, will direct all on-site activities of the HAULER related to utilization of the WWTP site. The City of Tenino representative for contract administration and renewal purposes shall be the Clerk Treasurer. The City of Tenino representative for receiving and inspecting of wastes shall be the Public Works Director, or his duly authorized representative.

Section 2.0- Terms of Permit

1. Terms of Permit. This permit shall become effective when signed by both parties. This permit shall expire one year from its effective date, unless revoked by City of Tenino Public Works Director, or Clerk Treasurer, with or without cause, at the City's sole discretion.
2. Permit Application. The HAULER is responsible for the permit application and renewal. To ensure continuous services, the HAULER should apply for permit renewal at least 30 days prior to the expiration date. The City will not provide notice of the expiration of a permit. Permit application and renewal are to be processed in person at the WWTP.
3. Fees. All fees shall be paid in full and must be kept current to continue to gain access to WWTP
 - a. Invoices for usage fees will be issued twice monthly and based on the prior period's activity. Invoices are due and payable as described in paragraph 5. If a Hauler fails to make payment by the due date, they shall be subject to a 20% late fee and immediate inactivation of their access to the WWTP Septic Wastes dumping privilege. Upon a second inactivation due to non- payment, the permit of the subject Hauler will be revoked. Payment is not considered received unless physically received by the City.

- b. Surcharge for the grease sample results exceeding 200mg/L will be charges at three times the current approved usage rate. The grease dumping limit is subject to change.
- c. Expenses related to the cleanup due to hailer not complying with the written WWTP operational policies and procedures will be based on the City of Tenino actual cost and included in the invoice sent to Hauler.
4. Treatment Costs. The cost for the services rendered to the Hauler for treating septic wastes handled during normal business hours as specified in Section 3.0 under this permit shall be charged according to the City of Tenino Schedules of Wastewater Fees and Charges. Charges will be based on the volumes of the truck tank size. If a tank is partially full, the driver may show proof by submitting a certified weight ticket, otherwise the charge will be for a full tank.
5. Invoices will be issued on the 1st and 16th of each month. Invoices are due and payable on the 15th for the charges accrued from the 16th through the last day of the month for a previous month. The charges accrued from the 1st day of the month through the 15th day of the month are due on the last day of that month. If the City of Tenino offices are closed on the due date the invoices will be due the following business day, if a Hauler fails to make a payment by the due date, they shall be subject to a 20% late fee and inactivation of their gate access to the WWTP. Hauler may pay ahead so as to help avoid late payment. Upon a second inactivation due to a non-payment the Haulers permit will be revoked. The City reserves the right to re-issue a revoked permit at its discretion and subject to any conditions it believes is in the best interest of the City.
6. Definition of Acceptable Wastes. The Conditions and requirements of this permit are for the disposal of septage from legally transported domestic sanitary septic tanks. This permit prohibits the discharge of waste generated from commercial, industrial, or grease trap sources into the City of Tenino WWTP dumping station. Loads received at the WWTP dumping station with test results exceeding 200mg/L of grease of grease-based material are not permitted and will be subject to a surcharge of three times the standard fee rate. Within the permit period any Hauler with more than one load exceeding the maximum grease limits is subject to suspension or revocation of their permit.

Section 3.0 Treatment and Disposal Operations

1. Disposal Site. The disposal site authorized under this permit is the City WWTP.
2. Odor Control. The Hauler shall be responsible for controlling their material odors while in the vicinity of the WWTP.
3. Equipment. Keeping the City equipment for waste discharge clean and usable is the responsibility of the Hauler. The Hauler should notify the City immediately if any of the equipment is not functioning.
4. NO Hauler-owned equipment, including hoses, shall remain on the Plant site without permission from Public Works Director.
5. Time of Operations. Septic hauling waste will be received Monday thru Friday (winter hours 7:30 to 4:30) Summer hours 7:00 to 3:30. Hours of operation are subject to change. Emergency service shall be defined as all other times not specified. The City of Tenino should be provided a 48-hour notice in advance, if feasible.

6. Cleanup. The Hauler is responsible for cleaning the disposal area immediately after each use. Repeat non-conformity will require reimbursement of the City of Tenino for related cleaning and will subject the Haulers permit termination.
7. Responsibilities. The Hauler assumes complete responsibility for his employees while at the WWTP and will be solely responsible for any accidents for spillage that may occur during transporting and disposal operation at the WWTP. The Hauler understands that as a condition of its permit the Hauler will clean up accident and spillage occurrences immediately. City of Tenino WWTP must be immediately contacted if the spill exceeds 20 gallons of septic material.
8. Required Insurance: Hauler shall provide a Certificate of Insurance, with the City named as an additional insured, evidencing:

Commercial General Liability insurance written on an occurrence basis with limits no less than \$500,000 combined single limit per occurrence and \$1,00,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include, but not be limited to, blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground if applicable; and employer's liability.

Automobile Liability insurance written on an occurrence basis with minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commented [RH1]: I would prefer \$1 mil/\$2mil coverage but not sure if haulers typically carry this.

9. Indemnification/Hold Harmless. Hauler shall defend, indemnify and hold the City, its council members, agents, officers, volunteers, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. **Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.114, then in the event of concurrent negligence the Hauler's indemnity obligation shall be proportional. It is further specifically and expressly understood that the indemnification provided herein constitutes the Hauler's waive of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification provision. This waiver has been mutually negotiated by the parties.**

Section 4.0- Reporting

The Hauler shall submit a completed Receiving ticket with each septage waste discharger event. It shall be signed by contracting authority from source of waste authorizing collection of waste (owner of septic tank or duly authorized representative of owner) and disposal operator (truck driver). The Hauler may assume full liability for wastes received and disposed at the WWTP and sign as the generator, if desired to facilitate handling operations. In this case, the Hauler must submit a signed statement in writing declaring the wanted to be septage from domestic sanitary septic tank, citing the specific source, and acknowledging full responsibility for the product.

Section 5.0- Right to Refuse Service

City of Tenino reserves the right to refuse service in its sole discretion for any reason determined to be in the City's best interest including, but not limited to, the following:

1. Scheduled or unscheduled maintenance due to operation treatment issues.
2. Receipt of any waste that has industrial related odors, appears not to be from domestic systems and /or appears to contain oil and grease or other constituents that may pose a threat to the treatment system.
3. Failure to pay for services City of Tenino has provided or non-compliance with written operational policies and procedures of the WWTP.
4. Failure to properly clean up and accidents or spills.
5. Failure to submit a completed Receiving Ticket with each septage waste discharge event.

CERTIFICATION

I affirm that I have examined and understand the information contained in this permit.

Name of Hauler (Company)

Permit #

Address

City

State

Zip

Name of Authorized Representative

Date

Title

