

Village of Mantua, Ohio
RESOLUTION 2012-12

**A RESOLUTION AMENDING THE SEPTAGE HAULER AGREEMENT TO EFFECT
A RATE INCREASE AND DISCHARGE LIMITS AND DECLARING AN
EMERGENCY.**

WHEREAS, by Resolution 2011-48, the Village of Mantua has previously authorized the acceptance of hauled septage at the Village's Wastewater Treatment Plant (WWTP); and

WHEREAS, it has been recommended by the Service Committee that the rate per gallon be increased, and that a 10,00 per day discharge limit be imposed.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Mantua, two-thirds or more of the members elected thereto concurring, that:

SECTION 1: The "Agreement for Septage Receiving Service", as previously authorized by Resolution 2011-48 is hereby amended as set forth in "Exhibit A", attached hereto and incorporated herein by reference.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared an emergency measure in order to impose discharge limits at the Village WWTP at the earliest possible date, and shall take effect immediately upon its approval by two-thirds or more of the members elected to this Council.

Passed in Council this _____ day of _____, 2012.

ATTEST:

Mayor

Clerk

I hereby certify the above Ordinance was posted at the five (5) public notice locations in the Village of Mantua, Ohio, on the _____ day of _____, 2012.

Clerk

Approved as to Legal Form:

Michele A. Stuck, Solicitor

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"Exhibit A"

**Village of Mantua
Water and Sewer Department
4650 High Street
P.O. Box 775
Mantua, OH 44255**

AGREEMENT FOR SEPTAGE RECEIVING SERVICE

Septage Hauler Applicant: _____ Account # _____
Business Address: _____ Date: _____
Phone: _____ Email Address: _____ Cell #: _____

1. The undersigned (the "Septage Hauler") requests the Village of Mantua (the "Utility") to receive Domestic and Commercial Septage at the site listed on Exhibit A to this Agreement (the "Septage Receiving Site"), subject to the Utility's rates, services fees (the "Services Fees") and other charges (the "Charges") and service regulations (the "Regulations"), as such Service Fees, Charges and Regulations now exist and are on file at the offices of the Utility, or as they may hereafter be altered or amended from time to time. Capitalized terms used herein without being defined shall have the meanings assigned to them in said Exhibit A. Septage Hauler agrees to promptly pay all Service Fees and Charges in accordance with said rates and the Regulations and waives as to any amount due all exemptions under the Constitution and laws of Ohio or any other state. Should it be necessary to employ an attorney to collect Service Fees, Charges or other amounts due to Utility, Septage Hauler agrees to pay all costs of collection including a reasonable attorney's fee and interest at the rate of 1.5% per month (or the highest rate that may be charged under applicable law) from the date the Service Fees, Charges or other amounts become delinquent.

2. Septage Hauler understands that service provided by Utility may be terminated for failure to pay Service Fees, Charges or other amounts or for failure to comply with the Regulations.

3. Septage Hauler acknowledges receipt of the Regulations and is aware that upon acceptance of this Agreement by Utility, the Septage Hauler shall be legally bound by all of the provisions of this Agreement and the Regulations, as such Regulations now exist or as they be altered or amended from time to time.

4. Septage Receiving Service shall be available to Septage Hauler at any time after the date of issuance of a permit by Utility to Septage Hauler pursuant to the Regulations. Septage Hauler shall pay to Utility at Utility's mailing address shown above the monthly Service Fees for all services provided by Utility to the Septage Receiving Site, in the amount established and/or amended, modified or changed by Utility at any time and from time to time and at its sole discretion. Utility will invoice Septage Hauler on or about the first day of each calendar month for Septage Hauler's use during the next preceding month. Payment of such Service Fees shall be due and payable beginning on the fifteenth day of the month following Utility's acceptance of this Agreement and continuing on the fifteenth day of each successive month thereafter. Changes to the Service Fees and the Regulations shall become effective on the date Utility mails notice to Septage Hauler at the Business Address above, unless otherwise designated by the Utility. Monthly bills shall be rendered to Septage Hauler and mailed only to the address of the Business Address set forth herein. Service Fees shall be deemed delinquent if not paid by Septage Hauler within fifteen (15) days of the date of mailing by Utility.

5. Utility may, in its sole discretion, deny further service to the Septage Hauler hereunder ten (10) days after mailing to the Business Address written notice to Septage Hauler of Septage Hauler's failure to comply with any provision of this Agreement or the Regulations. In addition to the foregoing, Utility shall have the right to pursue

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any and all rights and remedies available at law or in equity. Septage Receiving Service will not be reinstated until Septage Hauler has paid all delinquent amounts, interest and costs of collection, and Septage Hauler has paid Utility's reinstatement fee then in effect.

6. Septage Hauler, for itself, its heirs and assigns, hereby agrees to indemnify, defend and hold harmless, Utility, its members, managers, employees, independent contractors, successors and assigns, from all loss, claim, damage and expense of every nature (including attorney's fees) to which Utility may be subject arising out of or connected with the provision of Service by Utility, including any loss, claim, damage or expense arising out of a breach by Septage Hauler of any provision of this Agreement except to the extent caused by the sole negligence or willful misconduct of the Utility or the Utility's agents or employees. Septage Hauler hereby releases and forever discharges Utility, its members, managers, employees, independent contractors, successors and assigns, from all loss, claim, damage and expense of every nature arising out of or connected with the provision of Septage Receiving Service by Utility except to the extent caused by the sole negligence or willful misconduct of the Utility or the Utility's agents or employees.

7. It is understood by the parties hereto that, for so long as the Utility is ready, willing and able to receive septage from the Septage Hauler at the WWTP on the dates, during the times and otherwise upon the terms and conditions provided herein, then the payment obligation of the Septage Hauler hereunder for the full Term of this Agreement shall be unconditional, irrespective of whether or in what amounts (which may be none) that the Septage Hauler discharges septage at the WWTP. In the event that the Septage Hauler terminates this Agreement during the Term hereof, then all accrued obligations and all remaining payments that would have come due each month as a Minimum Bill shall be due in full on such termination date and shall bear interest on the unpaid balance thereof until paid at the rate of interest specified in Section 1 of this Agreement. Septage Hauler may terminate Septage Receiving Service to the Septage Receiving Site at any time upon ten (10) days' written notice to Utility.

IMPORTANT - PLEASE READ AGREEMENT IN ITS ENTIRETY BEFORE SIGNING – THIS APPLICATION WILL BECOME A BINDING CONTRACT UPON ACCEPTANCE BY THE VILLAGE ADMINISTRATOR. A COMPLETED WATER/WASTE WATER SERVICE APPLICATION MUST ACCOMPANY THIS AGREEMENT.

Village of Mantua

Septage Hauler

Accepted _____
Village Administrator

Signed _____
Authorized Signatory

Exhibit A

**Village of Mantua
Septage Receiving Service Regulations and Fees**

Introduction — The following Septage Receiving Service Regulations are incorporated by reference in the Agreement for Septage Receiving Services of which the Exhibit A forms a part.

The Village of Mantua Wastewater Treatment Plant (WWTP) is currently a septage receiving facility and will continue to be a receiving facility.

WWTP Location — 4500 Orchard Street, Mantua, OH 44255.

Domestic and Commercial Septage, as defined below is the category of septage that the WWTP will accept for treatment.

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Domestic and Commercial Septage — The septage pumped from home residential or commercial septic tanks, recreation vehicles (RV), portable toilets, or type III marine sanitation devices, but not including industrial septage.

Hours of Operation — Delivery of all septic waste at the WWTP shall occur Monday — Friday between 7:00 a.m. and 3:30 p.m. (No septage deliveries on Holidays.) Drivers bringing loads before or after these hours will be turned away.

Organic Restrictions — The WWTP may exact an organic load surcharge on any septage in excess of the limits stated in the **organic load limits** section. The surcharge shall be \$1.30/lb. of BOD₅. \$1.20/lb. of Total Suspended Solids, \$1.10/lb. of Total Phosphorus and \$4.10/lb. of NH₃-N.

Odor Control — The WWTP is in a secluded area remote from residential, commercial and industrial sites, therefore will not install any odor control system.

Daily Limits, Fee Structure, The WWTP provides a metering device or other acceptable measuring device at the receiving location, and a meter reading from this device shall be determinative of the volume discharged in each load. Septage Hauler shall be limited to a discharge of Ten Thousand (10,000) gallons per day, unless the Village Administrator, in his discretion, authorizes the discharge of additional amounts. Such authorization shall be in writing, and may be revoked at any time with seven (7) days advance written notice to Hauler.

The Septage Hauler shall pay the following Service Fees computed on the basis of the volume of septage discharged:

Septage — Rate: \$0.04 per gal- cost of septage/liquid to be discharged into WWTP
Effective July 1, 2012 this rate will increase to \$0.06 per gallon.

It is understood by the parties hereto that, for so long as the Utility is ready, willing and able to receive septage from the Septage Hauler at the WWTP on the dates, during the times and otherwise upon the terms and conditions provided herein, then the payment obligation of the Septage Hauler hereunder for the full Term of this Agreement shall be unconditional, irrespective of whether or in what amounts (which may be none) that the Septage Hauler discharges septage at the WWTP. In the event that the Septage Hauler terminates this Agreement during the Term hereof, then all accrued obligations and all remaining payments that would have come due each month as a Minimum Bill shall be due in full on such termination date and shall bear interest on the unpaid balance thereof until paid at the rate of interest specified in Section 1 of this Agreement.

The fee structure is subject to change, and known users will be notified 30 days in advance of any rate change unless subject to a specific contract term as stated above.

Payment — All permitted Septage Haulers will have an account established with the Utility. The Septic Hauler will provide all relevant business information and will update information upon request.

Acceptance Procedure — The Utility utilizes a formal application and permitting process to authorize a septage hauling company to discharge septage at the WWTP. Septage Haulers with a current septage license from the required local and State agencies are eligible to complete an application for a Septage Permit. If all credentials are acceptable a Septage Permit will be generated. The Septage Hauler will be scheduled for an orientation at the Village Service Department.

Unloading Procedure — The licensed Septage Hauler arrives at the Village Administrator's office and checks in. The Village Administrator or Designee oversees the driver's entry of information onto the Septage Hauler Record Form or into the automatic receiving station control panel, whereby the date, time of arrival, truck ID number, gallons to discharge, are recorded. Failure by driver to accurately and completely fill out Septage Hauler Record Form may result in loss of unloading privileges.

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The driver obtains an empty sample bottle from the Village Administrator or Designee, labels bottle with name, date, and time, then proceeds to septage unloading area. Utility personnel may perform an audit, which involves inspecting the septage load during delivery for verification of volume and content of discharge. Verification of Truck Identification Number and Drivers Signature may be required. Discrepancies from volume or any other information provided on Septage Hauler Record Form may result in loss of discharge privileges. The driver will unload at septage unloading area. A representative sample is obtained from load approximately halfway through discharge. After completion of discharge, driver hoses off the back of the truck and receiving area as necessary to reduce unsanitary conditions. A full, properly labeled sample bottle is taken to the WWTP laboratory for analysis.

Duty to Comply — The permittee must comply with all conditions of the Utility permit. Failure to comply with the requirements of this permit may be grounds for loss of discharge privileges.

Duty to Mitigate — The permittee shall take all reasonable steps to minimize or correct any adverse impact to the treatment plant or the environment resulting from noncompliance with this permit, or any other federal, state, local laws, ordinances, or standards.

Permit Modification and Termination — This permit may be modified or terminated for good cause as determined by the Village Administrator. This modification or termination is final and not subject to appeal.

Property Rights — The issuance of this permit does not convey property rights of any sort, any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of federal, state, or local regulations.

Ingress/Egress — The route for Ingress/Egress to the Septage Receiving area across the Industrial Park tract to the WWTP site may be modified from time to time. Permittees are responsible for conforming to indicated routes and access points. Permittees may not deviate from the approved access routes.

Limitation of Permit Transfer — Permits may be reassigned or transferred to a new owner and/or operator with prior approval of the Mantua Village Administrator.

- a. The permittee must give at least a 30 day advance notice to the Village Administrator.
- b. The notice must include a written certification by the new owner which:
 - i. States that the new owner has no intent to change the facility's operation or discharge
 - ii. Identifies the specific date on which the transfer is to occur.
 - iii. Acknowledges full responsibility for complying with the existing permit.

Duty to Reapply — If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must submit an application for a new permit at least 30 days before the expiration.

Compliance with Applicable Pretreatment Standards and Requirements — Compliance with this permit does not relieve the permittee from its obligations regarding compliance with any and all applicable federal, state, and local pretreatment standards and requirements including any such standards or requirements that may become effective during the term of this permit.

Inspection and Entry — The permittee shall allow the Village Administrator or Designee, upon the presentation of credentials to

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- a. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of this permit;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- c. Inspect at reasonable times any facilities, equipment, including monitoring and control equipment, practices, or operations regulated or required under this permit; and
- d. Sample or monitor, for the purpose of assuring permit compliance, any substances or parameters at any location.

Falsifying Information — Knowingly making any false statement on any report or other document required by this permit or providing a non-representative sample, and may result in the loss of discharge privileges.

Planned Changes — The permittee shall give 30 days notice to the WWTP of any truck modifications, truck volumes, or truck fleet changes which result in new or substantially increased discharges, or if there is a change in the nature of the discharge. The permittee shall give advance notice to the WWTP of any planned changes that may result in noncompliance with permit requirements.

Duty to Provide Information — The permittee shall furnish the WWTP within 10 days any information which the Utility may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also, upon request, furnish to the Utility within 10 days copies of any records required to be kept.

Signature Requirements — All applications, reports, or information submitted to the Utility must contain the following certification statement and be signed by the owner(s) of the septic hauling company: *"I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief true, accurate, and complete."*

Recovery of Costs Incurred — The permittee violating any of the provisions of this permit or causing damage to or otherwise inhibiting the WWTP shall be liable for any expense, loss, or damage caused by such violation or discharge. The Utility shall bill the permittee for the costs incurred for any cleaning, repairing, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation of the Agreement for Septage Receiving Service and immediate revocation of discharge privileges at the WWTP.

Prohibited Discharge Standards

- A. General Prohibitions. No user shall introduce or cause to be introduced into the WWTP any pollutant or wastewater which causes pass through, interference, the Utility to violate its National Pollution Discharge Elimination System (NPDES) permit, or its biosolids management program. These general prohibitions apply to all users of the WWTP whether or not they are subject to categorical pretreatment standards or any other federal, state or local pretreatment standards or requirements.
- B. Specific Prohibitions. No user shall introduce or cause to be introduced into the WWTP the following pollutants, substances or wastewater:
 - 1. Pollutants which create a fire or explosion hazard in the WWTP, including but not limited to, waste streams with a closed cup flash point of less than 140 degrees Fahrenheit or 60 degrees centigrade using the test methods specified in 40 CFR 261.21.

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2. Wastewater having a pH less than 6.0, or more than 10.5 or otherwise causing corrosive structural damage to the WWTP or equipment. The Utility may enforce a maximum pH of 9.0 for individual users if the Village Administrator determines that a discharge with a higher pH may be detrimental to the WWTP.
 3. Solid or viscous substances in amounts or of such size which will cause obstruction of the flow in WWTP or resulting in interference including any substance detrimental to or determined by the Village Administrator to be detrimental to the WWTP.
 4. Pollutants, including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the WWTP;
 5. Wastewater having a temperature greater than 120 degrees Fahrenheit, or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the head of a treatment plant to exceed 104 degrees Fahrenheit or 40 degrees centigrade; Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
 6. Pollutants which result in the presence of toxic gases, vapors, or fumes within the WWTP in a quantity that may cause acute worker health and safety problems;
 7. Pollutants which cause a high concentration of inert suspended solids, such as but not limited to, slurries, diatomaceous earth and lime residues;
 8. Pollutants which cause high concentration of dissolved solids such as, but not limited to, sodium chloride;
 9. Pollutants which exert a COD that would increase operational expense or cause treatment problems;
 10. Pollutants which exert high chlorine demand such as, but not limited to, nitrite, cyanide, thiocyanate, sulfite, and thiosulfate;
 11. Pollutants which result in water or waste materials containing toxic or poisonous substances that may damage or interfere with any sewage treatment process or that may constitute a hazard to any person, animal, fish, aquatic life, or that may be a hazard in the receiving waters of the state;
 12. Any substance which may cause the WWTP effluent or any other product of the WWTP such as biosolids, residue, sludge or scum, to be unsuitable for reclamation and reuse or to interfere with the biosolids management, reuse or reclamation process where the WWTP is pursuing a biosolids, reuse or reclamation program. In no case shall a substance be discharged to the WWTP and cause the WWTP to be in noncompliance with biosolids use or disposal criteria guidelines or regulations under applicable, federal, state, or local law.
- C. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the WWTP.

Organic Load Limits —these rates described herein are based on the typical nature of septage. For the purpose of this document the following is considered characteristic of septage:

BOD	less than 6,500 mg/1
Total Suspended Solids	less than 13,000 mg/1
Total Phosphorus	less than 200 mg/1
NH3-N	less than 100 mg/1
Fat Oil and Grease	less than 6,000 mg/1

Any sample deemed to be non-characteristic shall be exacted a surcharge. Surcharging will be based upon the following formula:

$\text{mg/1 of sample} - \text{mg/1 limit} \times 8.34 \times \text{volume of load}/1,000,000 = \text{surcharge}$. A surcharge will be charged for each parameter that is in excess of the limit.

These Regulations and the septage receiving rate structure are subject to periodic review and revision at the sole discretion of the Utility. All permitted septage haulers will be notified in advance of any changes.