

Terms & Conditions

A. Discharge Limitations and Conditions

1. Limits

- a) The pH of the waste shall be within the range of 5.0-10.0. Other parameters (BOD, TSS, NH₃-N and heavy metals may be sampled and analyzed regularly by SDS.) pH adjusting chemicals may be available for purchase on site to adjust the pH if the waste stream is deemed acceptable by simply adjusting the pH. This will be evaluated on a case by case basis.

2. Hours of Operation

- a) 7:00 a.m. – 5:00 p.m. Monday-Friday and 7:00 a.m. – 12:00 p.m. on Saturday, for disposal of SDS approved waste streams. There shall be no disposal of wastes on Sunday unless event is deemed as an emergency situation. Disposal after normal operating hours can be available but an “After Hours” fee may apply. Please call the emergency contact number listed below for more information.
- b) In the event of an Emergency, please call the disposal facility at: **1-314-381-2600**. If no answer call Rodney Henderson @ **765-513-5277** or the main office at **1-800-663-8830**.

3. Prohibitions and Special Conditions.

- a) New commercial and industrial waste streams will be considered for disposal approval only after receiving a properly completed Discharge Agreement application. Laboratory testing of the waste may be required after review of the application.
- b) Discharge of hazardous waste or hazardous substances is ***strictly*** prohibited and would be grounds for possible permanent banning from ever utilizing these facilities again.
- c) Discharge of petroleum-based oils and greases is prohibited.

B. Documentation of Origin of Wastes

The driver of each vehicle delivering to SDS shall have dated customer receipts for each source of waste showing the name and address of the customer's, the nature of the waste, amount of waste in gallons, wastewater hauler's name and legal business address and telephone number, and vehicle driver's name. The driver of each vehicle delivering to St. Louis Disposal Solutions must complete and sign an SDS Manifest before unloading. The

driver of each vehicle must report to the office to receive authorization prior to discharging. SDS reserves the right to reject any load for any reason.

C. Sampling & Testing

The contents of all wastewater haulers' vehicles are subject to preliminary sampling and testing by SDS before discharging. The test results on any sample must be within a specified range for the parameters established by SDS in order not to inhibit the performance of the treatment process into which the wastewater is discharged.

D. Volume Measurement

The volume of each load discharged will be determined by the SDS Manager utilizing either a calibrated sight tube or calibrated sight glasses ("bubbles") that have been installed on the tank. If sight glasses are used, the reported volume will be that indicated by the lowest sight glass that does not contain liquid. If the tank is not equipped with a sight tube or sight glass, the disposal fee will be based on the total capacity of the tank.

E. Payment for Discharging

Charges for wastewater discharged at SDS are due net 15 days from date of billing. If charges remain unpaid after 15 days from the billing date, the hauler could be subject to immediate revocation of all discharging privileges until further payment is received.

If the Wastewater Hauler accumulates three (3) revocation notices in a twelve (12) month period, any future dumping privileges will be limited to prepayment of all charges at the time wastewater is discharged.

F. Unacceptable Loads

Any wastewater hauler's tank contents that do not pass the preliminary testing procedures will be rejected. Once rejected, the wastewater hauler must arrange for proper disposal of the tank contents and **submit proof of proper disposal** to the SDS Manager. Until the SDS Manager has determined that the conditions of proof have been satisfied, the wastewater hauler is prohibited discharging material at SDS.

G. Insurance

The wastewater hauler shall be insured for one million dollars (\$1,000,000) of combined single limit vehicle liability coverage. The insurance coverage shall cover all work performed by the wastewater hauler while transporting and discharging wastewater and shall include, but not be limited to, liability arising out of disposal of any hazardous waste, spilled material on public property, and fines or any other costs incurred by Merrell Bros Inc. as a result of the wastewater hauler's activities.

Merrell Bros. Inc. St. Louis Disposal Solutions shall be named as additional insured. The insurance carrier shall give notice to Merrell Bros. Inc. at least thirty (30) days before such insurance is either canceled or not renewed, and the certificate shall state this obligation. The wastewater hauler shall have a period of thirty (30) days to obtain

additional coverage if rule or regulation of Merrell Bros. Inc. St. Louis Disposal Solutions sets additional coverage.

H. Spills and Defective Equipment

The owner of each vehicle shall be responsible for the clean up, to the satisfaction of the SDS Manager, of all spills on city streets, rights-of-way, and property.

The SDS Manager may require the wastewater hauler to correct any defective equipment including hoses, valves, tanks, piping, and permanent or flexible connections that may result in the leakage or spilling of wastewater from the vehicle. Defective equipment shall be repaired before the owner is allowed to discharge.

I. Transfer of Ownership or Control

In the event of any change in control or ownership of the wastewater hauler's facilities, the permittee shall notify the succeeding owner or controller of the existence of the permit by letter. A copy of which shall be forwarded to SDS. A new permit is required for change of ownership or business location.

J. Permit Modification

After notice and opportunity for a meeting with the SDS manager, this permit may be modified, suspended, or revoked in whole or in part during its term for shown cause including, but not limited to, the following:

- a. Violation of any terms or conditions of this permit.
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts.

K. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of the permit, shall not be affected thereby.

L. Acceptable Waste Streams

The acceptable Waste Streams for disposal at SDS are Domestic Septic Tank Waste (septage), Grease Trap Waste, Port-o-Let Waste, pre approved Water Plant Sludge and Biosolids. All other waste streams must seek and receive prior approval before being allowed to be discharged at SDS. The testing required could result in Hazardous Waste Determination, Heavy Metals Analysis, Toxicity Characteristic Leaching Procedure (TCLP's), Fats Oils and Grease (FOG), Biological Oxygen Demand (BOD's) Chemical Oxygen Demand (COD's) and any other test deemed necessary depending on the potential waste stream origin. The costs associated with such testing may be the responsibility of the hauler/generator. All costs will be identified and approved prior to any initiation. Under no circumstances, shall any discharge be allowed that is subject to pretreatment standards in 40 CFR 437 (centralized waste treatment).

I have read the above Terms & Conditions and agree to said terms.

Company Name

Date

Authorized Signature/Title

Instructions: Keep the Terms & Conditions for your personal records, return only this page containing you signature.