

# 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. Discharging outside the parameters will prompt the system to shut off the flow valve. Acceptable waste streams at the WDS facility: biosolids, septage, and portable restroom waste. Unacceptable waste streams at the WDS facility: grease trap, industrial, and heavy grit or car wash waste.

### 2. Hours of Operation

- a) Hauler agrees to comply with designated hours of operation deemed necessary by The City of Warsaw and Merrell Bros, Inc., for the security, safety, and protection of the Warsaw Wastewater facility and all those who enter the facility's property. Please call the emergency contact number listed below for more information.

- b) In the event of an Emergency, please call:

Rodny Henderson @ 765-513-5277.

### 3. Prohibitions and Special Conditions.

- a) Other 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. Discharging hazardous materials will result in termination of permit(s) and disposal privileges with Merrell Bros., Inc.
- c) Discharge of petroleum-based oils and greases is prohibited and may result in loss of permit(s) and disposal privileges Merrell Bros., Inc.

## B. Documentation of Origin of Wastes

The driver of each vehicle delivering waste to the Warsaw Disposal Solutions must complete and sign a WDS Manifest before unloading. The driver of each vehicle must enter their proper identification code for authorization prior to discharging. WDS reserves the right to reject any load for any reason. The Information required on the manifest for each individual waste stream contained on the truck is; the date, the generator's legal

name and address, identification of the waste stream, and the amount of waste in gallons. The hauler's legal name and business address, telephone number, and the vehicle driver's name are required for each manifest completed.

C. Sampling & Testing

The contents of all wastewater haulers' vehicles are subject to preliminary sampling and testing by WDS before discharging. The test results on any sample must be within a specified range for the parameters established by WDS 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 utilizing a calibrated flow meter that will calculate and record the actual total volume in gallons received.

E. Payment for Discharging

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

F. Unacceptable Loads

The pH of the waste shall be within the range of 5.0-10.0. Loads determined to be outside this range is unacceptable and the system will stop the flow. Any wastewater hauler's tank containing material other than septage, biosolids, or portable toilet waste will be deemed unacceptable. Any wastewater haulers who attempt to discharge an unacceptable load can lose all privileges to utilize the Warsaw Disposal Solutions facility.

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. Warsaw Disposal Solutions and the City of Warsaw shall be named as additional insured. The insurance carrier shall give notice to Merrell Bros. Inc. at least thirty (30) days before such insurance if 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. Warsaw Disposal Solutions sets additional coverage.

H. Spills and Defective Equipment

The owner/driver of each vehicle shall be responsible for the proper discharge of wastewater in to the WDS facility and will be responsible for any and all consequences for improper discharges. Clean-up of all spills on city streets, rights-of-way, and property is the responsibility of the driver/owner of the vehicle.

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 Merrell Bros., Inc.. A new permit is required for change of ownership or business location.

J. Permit Modification

After notice and opportunity for a meeting, 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.

I have read the above terms & conditions and agree to all terms.

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Company Name

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Date

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Authorized Signature/Title

Instructions:

**Keep the terms & Conditions for your personal records. Please only return this page containing your signature.**