Town of Montville Water and Sewer Commission Invitation to Bid Bid # 09-06

The Town of Montville Water and Sewer Commission is interested in receiving bids for the trucking of liquidified sludge to MDC (The Metropolitan District), 55 Main Street Hartford, Connecticut 06142, a disposal site for the Town of Montville Water and Sewer Commission, for the calendar year 2013, 2014, 2015 with an option to extend for two subsequent years by mutual agreement of both parties.

Bid specifications are available in the WPCA office located in the Town Hall, 310 Norwich-New London Turnpike, Uncasville Connecticut, or on the Town website: www.montville-ct.org

All proposals must be received in the WPCA Administrators Office, marked "Attention Brian Lynch, 310 Norwich-New London Turnpike, Uncasville, Connecticut 06382", prior to the due date. All bids must be sealed and are due no later than 10/18/2012 at 2:00p.m. All bids must be marked "WPCA Sludge Hauling Bid". All bids must be signed by a company official. At 2:00 p.m. on 10/18/2012 the bids will be opened publicly and read aloud in the Town Hall.

The Town Of Montville Water and Sewer Commission reserves the right to reject any or all bids and waive the informalities or irregularities in the bid procedures or bids.

Brian Lynch Administrator WPCA

Bid Specifications for WPCA SLUDGE HAULING to a site designated by the Town of Montville Water Pollution Control Authority.

The Town of Montville WPCA is seeking a bid for the hauling of liquidified sludge to a disposal site designated by the WPCA or its designated agent. The Town agrees that all services shall be provided by one contractor - NO EXCEPTIONS. The terms and conditions under General Conditions shall apply to all Sections of these specifications.

GENERAL CONDITIONS:

All methods, policies, and procedures shall comply with State of Connecticut Department of Environmental Protection Requirements and State of Connecticut Department of Motor Vehicles Laws.

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of or part with the control of this contract or any part thereof without prior consent of the Town.

The Contractor shall, at all times, indemnify and save harmless the Town on account of any and all claims, damages, losses, litigation, expenses, Counsel fees and compensation arising out of injuries (including death sustained by or alleged to have been sustained by the agents, servants or employees of the Town or State of Connecticut, or of the Contractor, his subcontractors or materialmen and from injuries sustained by or alleged to have been sustained by the public caused in whole or in part by the acts or omissions of the Contractor, any subcontractors, materialmen or anyone directly employed by them) while engaged in the performance of this contract.

The Contractor agrees that he or his agents be certified in the operation of all Department of Motor Vehicles Commercial Drivers licenses when operating any equipment requiring said certification on Town of Montville property or leased property.

If the Contractor fails to maintain adequate Worker's Compensation Insurance coverage for his employees, with respect to the methods, rules, policies, and procedures of the State, the Town may sublet or assign without prior written notification, another contractor to comply with these rules.

Failure of the Contractor to remedy any /all defaults within a seven day period after written notice from the Town in any section of these specifications, shall be considered to be a breach of contract. The Town shall have the right to deduct the amount of consequential damages including fines from the State of Connecticut Department of Environmental Protection resulting from the default of the Contractor from any moneys due the Contractor from the Town. The Contractor also agrees to reimburse the Town for reasonable attorneys fees and costs incurred by the Town in any legal action to enforce the provisions of this section of these specifications.

CAKE (DEWATERED) SLUDGE ALTERNATIVE

The Town intends to review available sludge transportation options, including the transportation and off-site disposal of cake (dewatered) sludge. In the event that the Town decides to make the capital improvements necessary to dewater sludge at the Town's wastewater plant the Town and [HAULER] will attempt to negotiate a mutually acceptable agreement.

OTHER DISPOSAL ALTERNATIVES / EARLY TERMINATION

In addition to the sludge cake alternative described above, the Town may develop an on-site or in Town disposal option which may significantly reduce the Town's costs to dispose of the sludge generated at the Town's wastewater treatment facility.

In the event that the Town is able to develop an on-site or in Town alternative which saves 25% or more, on an annual basis, of the Town's then current, total sludge transportation cost, upon the provision by the Town to [HAULER] of documentation evidencing said savings, the Town shall have the right to terminate this Agreement upon ninety (90) days written notice to [HAULER] of its intent to

SECTION 1

The Contractor shall furnish a list of equipment for which he intends to perform all facets of the above Operations for the Town WPCA. Minimum of three trucks(6500 gallon tank trailer and tractor) and spare truck. The truck shall include a tractor capable of pumping approximately 6500 gallons of sludge off of a tractor trailer. The Contractor shall provide an overview of the firm, and references of business customers.

The delivery point shall be a disposal site less than a sixty mile radius of the Town of Montville Water Pollution Control Treatment Plant,

No Extra Charges will be paid to the Contractor if the Delivery Point is within a sixty mile radius of the Town of Montville Water Pollution Control Treatment Plant, and the contractor shall provide a delivery charge per mile for all points beyond the sixty mile radius on a per mile price.

The Contractor shall maintain liability insurance on all vehicles operated in the performance of services with a minimum combined single limit of liability in the amount of one million and 00/100 dollars (\$1,000,000). Proof shall be furnished with bid.

Maintain Worker's Compensation Insurance on all employees providing the necessary trucking services.

Under Insurance Requirements - The Contractor shall maintain Pollution liability insurance on all vehicles operated in the performance of services with a minimum combined single limit of liability in the amount of Five million and 00/100 dollars (\$5,000,000). Proof shall be furnished with bid by an AM BEST Rated company of A or greater.

The Contractor agrees to follow instructions for disposal (i.e. computerized billing, optical scanning,) from the disposal site.

The contractor agrees to furnish a slip for each load of sludge indicating the date, time, and agrees to furnish the original ticket from the disposal facility to the WPCA.

The current solid percentage for Montville's sludge has averaged 6% over the last year and the contractor shall be able to demonstrate an offload in 30 minutes. Demurrage shall not be charged for offload unless WPCF per cent solids exceeds 7%.

Prices are for a three year period.

For the purposes of figuring the Performance Bond -Contractor's price per load times 1200 loads.

SPECIFIC CONDITIONS

The Town of Montville WPCA reserves the right to reject any or all bids in part or in whole and to waive the informalities or irregularities in the bid procedure or bids.

The Contractor shall submit a performance bond upon acceptance of the bid relative to the price on the enclosed forms for a yearly operation of the total contract price. The contractor should pay for all permits and carry general liability insurance and worker's compensation insurance and furnish proof upon acceptance of the bid and prior to hauling.

The Contractor agrees that as a condition of his provision of sludge hauling services to the Town of Montville WPCA, the Town of Montville WPCA will be authorized to deduct from the proceeds due Contractor an amount not to exceed 25% of the total amount due Contractor. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees or other charges levied by the

Town of Montville or any agency against the Contractor. The Contractor further agrees that Contractor shall insure that Contractor has the right to withhold an amount not to exceed 25% from each subcontractor working for the Contractor, and providing goods and/or services to the Town of Montville, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, and fees or other charges levied by the Town of Montville or agency thereof against such subcontractor.

For all Town purchases of goods and services not utilizing State or Federal funds, any responsible Town Bidder that has submitted a bid not more than 15% (fifteen percent) higher than the low bid provided such Town based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one Town based bidder have submitted bids not more than 15% (fifteen percent) higher than the low bid, and have agreed to accept the award of the low bid, the lowest responsible bidder shall be the one of such Town based bidder s that submitted the lowest bid. That within the bidding process, that all businesses claiming to be Montville businesses, provide the Finance Department(Assessor's Section) with sufficient documentation to prove that they are in compliance with property tax assessments, including motor vehicle tax assessments.

Drug and Alcohol compliance certification. Each bid shall be accompanied by the enclosed drug and alcohol testing program compliance certification. In an effort to comply with federal regulations 49CFR Part 382, the Town of Montville requires its contractors/vendors which utilize commercial vehicles during the performance of any activity authorized by the Town of Montville to complete the enclosed certification. Bids submitted without a completed drug and alcohol compliance certification WILL NOT be considered for award.

TOWN OF MONTVILLE

DRUG AND ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION

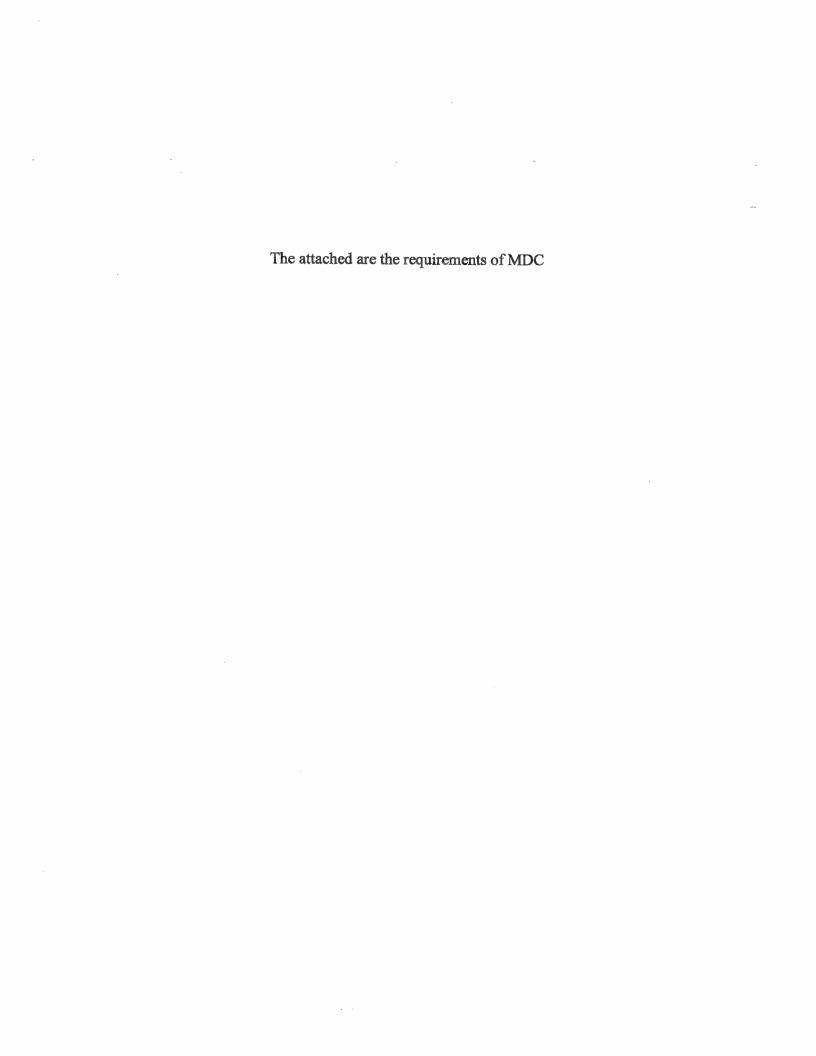
In an effort to comply with federal regulations 49 cfr part 382, the Town of Montville requires its contractors/vendors which utilize commercial vehicles during the prosecution of any activity authorized by the Town of Montville, to complete this certification.

I hereby certify that our drug and alcohol plan meets all the requirements set forth under applicable federal DOT regulations, and that all employees which utilize a commercial vehicle as defined by federal regulations 49 CFR Part 382 are subject to all its requirements including testing for the presence of alcohol and drugs. I further understand it is our company's responsibility to implement all required drug and alcohol testing programs.

DATE:
OFFICIAL COMPANY NAME:
SIGNATURE:
TITLE:
hereby certify that any and all subcontractor vendors and material suppliers which I may contract with who employ drivers of commercial vehicles shall meet all the requirements set forth under applicable federal dot regulations for drug and alcohol testing. It is understood that it is our company's responsibility that all subcontractor vendors and/or material suppliers implement all required drug and alcohol testing programs.
DATE:
DFFICIAL COMPANY NAME:
SIGNATURE:
TITLE:

WPCA SLUDGE HAULING Town of Montville Water Pollution Control Authority 310 Norwich New London Turnpike Uncasville, Connecticut 06382 Bid Submittal Sheet

Name	_
Address	_
City / State	_
Price per load to the Delivery Point which is within a sixty r Pollution Control Treatment Plant, and the contractor shall for one hour to load and one hour for offload.) Prices shall b	provide a delivery charge per load. (Allow
1 st year-2013	
PRICE per load within sixty mile radius	
Price per mile with a one hundred fifty mile radius	
1 st year-2014	
PRICE per load within sixty mile radius	
Price per mile with a one hundred fifty mile radius	
1st year-2015	
PRICE per load within sixty mile radius	
Price per mile with a one hundred fifty mile radius	
Signed by a company official	
Date	



MDC



Hartford Water Pollution Control Facility Solids Receiving

Cake Hauler Audit

Date	Time:	
Nan	ne of Hauler: Ticket #:	
Badge #:		
The following is a checklist of mandatory requirements that need to be met to allow for continued delivery authorization. A follow-up letter will be sent to the hauling service regarding the outcome of the audit and any deflecencies that need to be immediately corrected.		
	Cake trailer is covered upon delivery to facility	
D	MDC paper work (blue form) is properly filled out and signed	
0	Cake trailer remains covered until in position for delivery	
O	Delivery is off loaded as quick as Solids Receiving can handle it	
	Cake sample is taken and delivered to the MDC lab	
a	Cake trailer is cleaned with water system provided upon completion of delivery	
	Available odor masking agent is sprayed on trailer upon completion of delivery	
	Solids Receiving cake door is immediately closed upon completion of delivery	
Audit conducted by (MDC Signature):		
Hauler Signature:		

RULES AND REGULATIONS FOR DISPOSAL OF ACCEPTABLE SEPTAGE AND SLUDGE AT THE METROPOLITAN DISTRICT'S HARTFORD WATER POLLUTION CONROL FACILITY (HWPCF)

1. DEFINITIONS

"Acceptable Septage" shall mean Septage which meets the standards of the District pertaining to its makeup which shall not include (a) substances which may, in the opinion of the District Manager, be harmful to the sewage treatment process or which may cause the District to violate sewage effluent permit limits; (b) substances that are flammable, explosive, or a conssive material; (c) substances that contain high levels of metal; (d) radioactive substances or compounds.

"Acceptable Sludge" shall mean solid, semi-solid or liquid residue generated from municipal, residential, commercial or industrial wastewater treatment processes exclusive of the treated effluent, including water treatment wastewater sludge's.

"Discharge" shall mean the act of unloading Acceptable Septage from Transport Vehicles.

"District" shall mean The Metropolitan District, a municipal corporation specially chartered by the Connecticut General Assembly under Special Act 511 of 1929.

"Hartford Water Pollution Control Facility or HWPCF" shall mean the District's water pollution control facility located at 240 Brainard Road, Hartford, Connecticut.

"Solids Receiving Facility" shall mean the receiving facility located at the HWPC F designated by the district for receiving studge and septage waste.

"Hamler(s)" shall mean a Permittee or its employee or agent who operates a vehicle that transports Acceptable Septage and / or Acceptable Studge to the Hartford Water Pollution Control Facility.

"Permit" shall mean an approval to discharge Acceptable Septage and / or Acceptable Studge issued by the District.

"Permittee" shall mean the person or firm to which a Permit has been issued by the District.

"Septage" shall mean sanitary sewage removed from a septic tank(s), holding tank(s) or similar storage device(s) designed to provide on-site means of sewage disposal which either is located on or servicing property used only for residential purposes or contains only non-process sanitary sewage.

"Sludge" shall mean permitted waste derived from municipal and privately operated wastewater treatment for the treatment of domestic waste, such waste shall require prior approval for discharge by the "sludge" depending on its concentration.

"Septage Discharge Permit Application" shall mean an application submitted to the District annually, required to authorize the Permittee to discharge septage at the HWPCF.

"Sludge Discharge Permit Application" shall mean an application submitted to the District annually which authorizes the Permittee to discharge sludge at the HWPCF.

"Subsurface Sewage Disposal System Cleaner" means any person regularly offering to the general public services of cleaning or servicing subsurface sewage disposal systems.

"Subsurface Sewage Disposal System Installer" means any person regularly offering to the general public services of construction, installation, repairing, cleaning or servicing subsurface sewage disposal systems.

"Tanker" shall mean a DOT registered tanker used to carry Acceptable Septage or Sludge to the

"Transport Vehicle" shall mean a motor vehicle used to convey Acceptable Septage and / or Shudge to the Hartford Water Pollution Control Facility.

"Odor Control" shall mean the odors associated with materials being delivered or discharged by the hauler to and at the HWPCF.

"Spot Waste" shall mean acceptable sludge without term agreements.

"Term Agreements" shall mean an agreement the District and a vendor/municipalities approve generation of sludge that provides for a delivery of an estimated quantity and quality of sludge.

2. DISPOSAL OF ACCEPTABLE SEPTAGE AND / OR SLUDGE

Disposal of Acceptable Septage and / or Acceptable Sludge will be accepted only at the HWPCF and normally at the Solids Receiving Facility. Alternate disposal locations at the HWPCF shall be at the sole discretion of the District. Time of disposal may be limited at any time due to operational loading or material odors.

3. PERMIT REQUIRED

Except as specifically set forth in paragraph 10H, no person, corporation, partnership or other organization shall discharge, deliver or dispose of Acceptable Septage and / or Acceptable Shudge at the HWPCF unless and until a Permit for the disposal of Acceptable Septage and / or Acceptable Shudge has been issued and properly displayed to such person, corporation, partnership or other organization by the District.

4. APPLICATION PROCESS FOR ACCEPTABLE SEPTAGE

Each person, corporation, partnership or other organization wishing to discharge Acceptable Septage at the HWPCF shall complete and submit to the District's Water Pollution Control Superintendent, or his designee, at The Metropolitan District, 240 Businard, Hartford, CT 06114, a completed "Septage Discharge Permit Application," accompanied with the following information and fee:

- A) A \$50,00 fee is required for each Transport Vehicle listed in the application form. Said fee shall be paid by check made payable to "The Metropolitan District";
- B) A Certificate of Insurance listing "The Metropolitan District" as the Certificate Holder and as an additional insured;

C) A copy of the applicant's License, and each of its employees Licenses, to Clean Subsurface Sewage Disposal Systems obtained from the State of Connecticut, Department of Public Health (Telephone 860-509-7559). Applicant must be a licensed "Subsurface Sewage Disposal System Cleaner" or a licensed "Subsurface Sewage Disposal System Installer". If the applicant does not had septage, a copy of their License to Clean Subsurface Sewage Disposal Systems is not required. A copy of the applicant's appropriate hading license for the material being discharged is required.

The District will review each permit application to determine compliance with all of the permit application requirements. The District may, but is not required to, investigate the applicant's history with the District, with the State of Connecticut and such other information as the District deems relevant, including but not limited to compliance with motor vehicle requirements. The applicant shall sign such releases as may be required to allow the District to conduct any such investigation. If the District determines that the applicant has complied with all requirements and is satisfied with its investigation, then the District will issue acceptance to the applicant.

The District will issue a Permit Number decal for each Transport Vehicle. The Transport Vehicle permit must be affixed to the respective Transport Vehicle on the driver's side door immediately below the window. If the Transport Vehicle and its Tanker is one unit, a permit will be required only for the Transport Vehicle. Haulers pay \$50 for each Transport Vehicle permit; there is no charge for the tanker permits.

The Permit shall be valid only for the named applicant and only for those Tankers and Transport Vehicles listed on the application form. Permits shall remain in effect for the calendar year. The District will also issue a badge for each Transport Vehicle. This badge must remain in each Transport Vehicle. The Hauler is required to swipe the badge at the scale when entering the HWPCF and again at the Solids Receiving Building before discharging.

Permits must be renewed before the end of the calendar year. The Permittee shall submit a new Permit Application accompanied with the information and fee described above (4 A, B, C) by October 15 of the current calendar year. The fee for renewal shall be the same as the fee for the initial permit, unless otherwise notified. Operating with an expired Permit will result in the suspension of Acceptable Septage discharge privileges.

Permittees wishing to obtain a new permit(s) shall submit the Septage Discharge Permit Application along with the information described above. Fee for new permits issued during the calendar year shall be prorated based on the term remaining on the permit.

Permit applications will be reviewed within District departments.

Upon acceptance of permit application, the applicant will coordinate a meeting prior to their first delivery. During the meeting a badge will be issued for the scale computer tracking and training will be given for receiving procedures.

5. APPLICATION PROCESS FOR ACCEPTABLE SLUDGE

Each person, corporation, partnership or other organization wishing to discharge acceptable studge at the HWPCF shall complete and submit to the District's Water Pollution Control Superintendent, or his designee, at The Metropolitan District, 240 Brainard Road, Hartford, CT 06114, a completed "Studge Discharge Permit Application," accompanied with the following:

A) A Certificate of Insurance listing "The Metropolitan District" as the Certificate Holder and as an additional insured (insurance requirements attached)

B) A Quarterly Shidge Analysis

C) Bring a quart sample to the Laboratory Staging Room on the 1st floor of the Administration Building at the HWPCF, 240 Brainard Road, Hartford, CT between the hours of 7:30am -4:00pm Monday through Friday.

The District will review each permit application to determine compliance with all of the permit application requirements. The District may, but is not required to, investigate the applicant's history with the District, with the State of Connecticut and such other information as the District deems relevant, including but not limited to compliance with motor vehicle requirements. The applicant shall sign such releases as may be required to allow the District to conduct any such investigation. If the District determines that the applicant has complied with all requirements and is satisfied with its investigation, then the District shall issue acceptance to the applicant.

The District shall issue a Permit Number decal for each Transport Vehicle and each Tanker. The Transport Vehicle permit must be affixed to the respective Transport Vehicle on the driver's side door immediately below the window.

The Permit shall be valid only for the named applicant and only for those Tankers and Transport Vehicles listed on the application form.

The District will also issue a badge for each Transport Vehicle. This badge must remain in each Transport Vehicle. The Hauler is required to swipe the badge at the scale when entering the HWPCF and again at the Solids Receiving Building before discharging. The driver must also weigh out if it is so indicated on the inbound weight ticket. Misuse of badges may result in restriction of facility disposal.

6. ADMINISTRATIVE REQUIREMENTS ON DELIVERY OF ACCEPTABLE SEPTAGE

Prior to discharging Acceptable Septage at the HWPCF, the Hauler shall provide the District with a copy of the District's yellow septage discharge slip listing each address for which service was provided. Each slip shall contain the following information:

- A) Record the 5-Digit MDC ticket number in the space provided on the top right corner of the vellow discharge slip. The 5-Digit ticket number is printed on your scale receipt ticket.
- B) Delivery date and time at HWPCF (printed on your scale receipt ticket);

C) Type of material being discharged (i.e. soptage, grease, other);

D) Number of galions pumped;

- E) Gross Weight, Tare Weight and Net Weight (printed on your scale receipt ticket);
- F) Name of Hauler, Vehicle Permit Number (VOxxx), Tanker Permit Number (TOxxx), and your 3-digit Badge Number (this is on the card which you swipe);
- G) Name, address and telephone number of the customer;

H) Date and time of service to the customer,

I) Signature of the customer (when they are at home);

J) Provide the printed name and signature of the transport vehicle driver.

Pailure to provide all of the above information may result in the suspension of Acceptable Septage discharge privileges and/or Permit.

7. ADMINISTRATIVE REQUIREMENTS ON DELIVERY OF ACCEPTABLE SLUDGE

Prior to discharging Acceptable Shudge at the HWPCF, the Hauler shall provide the District with a copy of the District's blue shudge discharge slip listing each address for which service was provided. Each slip shall contain the following information:

A) Record the 5-Digit MDC ticket number in the space provided on the top right corner of the blue discharge slip. The 5-Digit ticket number is printed on your scale receipt ticket.

B) Delivery date and time at HWPCF (printed on your scale receipt ticket);

C) Type of material being discharged (i.e. thickened, cake, other);

D) Number of gallons pumped;

E) Gross Weight, Tare Weight and Net Weight (printed on your scale receipt ticket);

F) Name of Hauler, Vehicle Permit Number (V0xxx), Tanker Permit Number (T0xxx), and your 3-digit Badge Number (this is on the card which you swipe);

G) Name, address and telephone number of the customer;

H) Date and time of service to the customer,

I) Signature of the customer (when they are at home);

J) Provide the printed name and signature of the transport vehicle driver.

Failure to provide all of the above information may result in the suspension of Acceptable Sludge discharge privileges and/or Permit.

8. FEES AND PAYMENT FOR ACCEPTABLE SEPTAGE

The fees for discharging Acceptable Septage at the HWPCF are reviewed periodically and may be adjusted from time to time. They are currently as follows:

- A) Loads up to 1,000 gallons \$45,00
- B) Loads over 1,000 gallons \$45.00 for the first 1,000 gallons, plus a prorated cost on the basis of \$45.00 per 1,000 gallons for all amounts over 1,000 gallons.

Example: 2,500 gallons delivered -- charge is \$112.50

1,000 gations = \$45.00

1,500 gallons = \$67.50

\$112.50 amount charged

Permittees will be billed at the beginning of each month for the previous month's septage loads. Payment of such bills will be due within 30 days of the date of the invoice. A Permittee or its Haulers will not be allowed to discharge Acceptable Septage if any bill is unpaid by the due date.

9. FEES AND PAYMENT FOR ACCEPTABLE SLUDGE

The fees for discharging Acceptable Sludge at the HWPCF are reviewed periodically and may be adjusted from time to time.

Permittees will be billed at the beginning of each month for the previous month's septage loads. Payment of such bills will be due within 30 days of the date of the invoice. A Permittee or its Haulers may not be allowed to discharge Acceptable Septage if any bill is unpaid by the due date.

All billing for material disposal at the HWPCF shall be paid within the normal District payment requirements. Failure to pay with the District billing cycle period shall result charges for outstanding sums. Failure to pay undisputed amount or with a reasonable length of time will result in termination of services with access to the facility.

Billing appeals can be at the request of the vendor. The vendor shall make payment for that amount not in dispute. The District shall make a timely review of the billing. The District, at its sole discretion shall determine the validity of the dispute. Disputes not found in favor of the disputed shall require payment of the outstanding bill within the billing cycle following the dispute determination.

10. CONDITIONS FOR THE ACCEPTANCE OF ACCEPTABLE SEPTAGE and ACCEPTABLE SLUDGE AT THE HWPCF

- A) Acceptable Septage and Acceptable Sludge will be accepted at the HWPCF between the hours of 6AM and 6PM seven (7) days a week, including Holidays. During the following time periods, hanlers are required to report to the Monitoring Room at the HWPCF Sludge Processing Building: 1) Weekdays between the hours of 6AM to 7:30AM and 4:00PM to 6:00PM; Holidays from 6:00AM to 6:00PM; and 3) Weekends from 6:00AM to 6:00PM. Haulers which have a need to discharge outside of the posted hours are to report to the Monitoring Room at the HWPCF Sludge Processing Building.
- B) Only Transport Vehicles and Tankers with valid Permits may discharge Acceptable Septage and Acceptable Shidge at the HWPCF. Any changes to the Transport Vehicles or to the Tankers under a Permit shall be reported in writing to the District immediately: The Metropolitan District, 555 Main Street, P.O. Box 800, Hartford, CT 06142, Attn: HWPCF, Administration Building.
- C) The HWPCF's receiving inlet connections are 4" male cam-lock quick connects. Any additional hoses or special adapters will be the responsibility of the Permittee.
- D) Care shall be taken when connecting, disconnecting and unloading to prevent the spillage of any materials around the receiving station. It is the responsibility of the Permittee and its comployees to leave the receiving station in a satisfactory condition. As necessary, the area shall be washed down by the Permittee (or its employees) before departing the site. A wash down hose is provided for clean-up. The area can be washed down into the manhole next to the septage discharge pipe.
- B) The District's Septage and / or Shudge Discharge Permit(s) shall be valid only when all other federal, state or local permits required of the Permittee for transporting Acceptable Septage and / or Shudge are valid and current. In addition, the Permittee's vehicle insurance shall be

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kept current and include coverages approved by the District. Expired vehicle insurance coverage will result in the suspension of Acceptable Septage and / or Shudge discharge privileges.

- F) Bach Transport Vehicle shall properly display their Permit on both the Transport Vehicle and the Tanker at all times. Failure to properly display Permit will result in suspension of Acceptable Septage and / or Shidge discharge privileges.
- G) The Permittee shall immediately report in writing to the District any changes in business name, ownership, address/telephone number, and registered Transport Vehicles and Tankers: The Metropolitan District, 555 Main Street, P.O. Box 800, Hartford, CT 06142, Attn: HWPCF, Administration Building.
- H) The District shall have the right and sole discretion to waive the Permit requirements for the discharge of Acceptable Septage by recreational vehicles, campers, etc.
- I) Odor Control: the permittee is responsible to assure material delivered is properly contained to control odors to a level that is not offensive at the facility or by neighbors. Discharging of shudge or cake that results in unacceptable odors by either the HWPCF or immediate resident or business may require immediate correction, alternate disposal schedule or denial of disposal privileges. All cost associated with such odor control or rescheduling shall not be bore by the District or its associated member towns.

11. SEPTAGE AND SLUDGE COMPLIANCE REQUIREMENTS

- A) Only septage in compliance with Acceptable Septage and sludge in compliance with Acceptable Sludge shall be discharged at the HWPCF. The discharge of all other types of liquid waste including leachate and washwater are not covered under these rules and regulations. NOTE: no commercial (including supermarkets), industrial, contaminated groundwater, leachate, etc. will be accepted under these rules and regulations for the disposal of Acceptable Septage and/or Acceptable Shadge. To obtain approval from the District on liquids other than septage or sludge including leachate and washwater, contact the District's Environmental Health and Safety Department at extension 3451. To obtain DRP approval contact the Department of Environmental Protection's Bureau of Water Management, Planning & Standards Division (Telephone 860-424-3801).
- B) The use of a Transport Vehicle or Tanker for the transportation or storage of hazardous materials, liquid petroleum fuels, waste oils, petroleum derivative wastes or corrosives is specifically prohibited.
- C) A District representative may request additional information concerning the origin and nature of the contents of any Transport Vehicle or Tanker to discharge Acceptable Septage and / or Sludge at thwack. The District reserves the right to obtain additional samples of any materials for testing or Permittee is to provide the District with a sample of the Septage from any Transport Vehicle or Tanker upon request. The Permittee shall promptly comply with all information and sampling requests concerning the load.

- D) The discharge of flammables, explosives, corrosives, or wastes with unacceptable concentrations of metals is strictly prohibited. Any violation on the part of the Permittee or its employees of the conditions of the Permit shall be cause to immediately suspend or revoke the Hauler's Permit on all of their Transport Vehicles and Tankers and associated disposal privileges. This shall be in addition to and not in lieu of any other rights or remedies the District may have, at law or in equity, for the violation of the Permit conditions or non-compliance with these Rules and Regulations, including any action for damages suffered by the District as a result of such violation or non-compliance.
- E) When septage from more than one septic tank is included in one vehicle's delivery load, any part of the load that is prohibited or restricted from being discharged shall constitute the entire load unacceptable for discharge and shall not be discharged at the HWPCF.
- F) In all cases, the District reserves the unconditional right to accept or reject any load as it deems necessary to protect its employees, facilities or treatment processes. The District reserves the unconditional right to stop an unloading operation in progress at any time whose load is or may be unacceptable. The hauler shall have no recourse for such actions by the District. The District may require a load not to be transported without approval of authorized authorities.
- G) A Septage Discharge Permit and / or a Shudge Discharge Permit and its associated disposal privileges may be suspended or revoked immediately for any violation of these Discharge Permit conditions.
- H) The Hauler covenants and agrees that the Hauler will have sole liability for any loss, claims, demand penalties or liabilities that may arise out of or be connected with the Hauler's use of the District's HWPCF and will release, discharge, defend, indemnify the District and hold the District harmless from and against any and all liability and damages and any and all suits, claims, demands, penalties and liabilities of every kind and nature, including reasonable counsel fees, by or on behalf of any person, firm, association or corporation, for any damage or injury to persons, firms, corporations or property suffered, sustained, or incurred as a result of or in connection with or arising out of any act or omission of the Hauler or its agents, employees, contractors, subcontractors, licensees and invitees, arising out of or based upon any accident, injury or damage, however occurring, which shall or may happen during the term hereof, growing out of the use of the District's HWPCF by the Hauler, including the cost of defending against such claims or demands. Notwithstanding anything contained herein to the contrary, the Hauler does not hereby agree to indemnify or hold harmless the District from claims, demands, penalties or liabilities which are exclusively the result of the willful or negligent acts or omissions of the District. In case of any action or proceeding on any such claim or demand being brought against the District, the Hauler, upon notice from the District, covenants to resist and defend such action or proceeding (except that which is the result of the willful or negligent acts or omissions of the District). The District may also resist and defend such action in the event the Hauler refuses to do so, and in such event, the Hauler shall reimburse the District for all reasonable costs which the District may incur in so doing including reasonable attorneys' fees.

12. RIGHT-TO-KNOW INFORMATION

The District uses chlorine for the disinfection of wastewater from mid-April through mid-October of each year. The chlorine is stored and used in the Effluent Pump Station, approximately 800 ft. South from the septage disposal area. Chlorine, if accidentally released, is a greenish gas that is approximately 2.5 times heavier than air. At very low concentrations (3-4 parts-per-million [ppm] by volume), chlorine gas has a characteristically pumpent and irritating odor. At 5-10 ppm, chlorine gas can cause temporary skin and eye irritation, and cause difficulty breathing. At 15-30 ppm, chlorine gas causes severe irritation of the throat, coughing and may cause permanent upper respiratory injury. At aignificantly higher concentrations, chlorine gas can cause death by suffication. Note: Please be aware that chlorine gas is not visible until it is of a lethal concentration (greater than 20 ppm).

In the event of a chlorine release, an alarm will sound. A "Chlorine Leak" alarm is identified by an audible pulsating "siren" sound over the public address system speakers accompanied by flashing red lights and vibrating horn (buzzer sound) on the north face of the Effluent Pump Station. When the alarm sounds, all Haulers must immediately stop what they are doing and evacuate on foot to outside the main gate, congregate at the south end of Brainard Road. Be sure to leave your vehicle at the SRB, (this will allow emergency vehicles to get through) and wait for further instructions. If the chlorine alarm is sounding, trucks are not to enter the Hartford Water Pollution Control Facility.

Potentially exposed persons should move to a point upwind of the leak. Because chlorine is heavier than air, higher elevations are preferable. To escape in the shortest time, persons already in a contaminated area should move cross wind. If caught outdoors without respiratory protection, breathing through a wet handkerchief or cloth will reduce the effects of the exposure.

If inside a building and evacuation seems to be impractical, all windows should be closed and air conditioners and air intake systems turned off and personnel should retreat to the highest point of the building on the side away from the leak.

END