

AGREEMENT FOR SEPTAGE RECEIVING SERVICES

This Agreement, made this ____ day of _____, 20__ , by and between the City of Ogdensburg, 330 Ford Street, Ogdensburg, New York 13669, hereinafter ("City"), and _____ with an address of _____, hereinafter ("Hauler"). This agreement will expire on _____, 20__ unless otherwise terminated by either party. This agreement will automatically renew at the termination of each year.

RECITALS

1. City currently operates a Water Pollution Control Facility, hereinafter ("WPCF") for the City of Ogdensburg.
2. The WPCF has sufficient capacity to treat additional flows.
3. The Hauler operates a business for the pumping of domestic sanitary septage and portable toilet wastes and wishes to deliver these to the City WPCF.
4. The City is willing to accept Hauler's flows under certain terms and conditions.
5. It is the purpose of this agreement to set forth those understandings.

NOW, THEREFORE, the parties agree as follows:

1. This agreement represents the entire agreement between the parties. All prior understandings or agreements are deemed to be merged herein. It may not be modified, altered or changed without the expressed written consent of both parties duly signed and acknowledged.
2. Hauler may deliver to the WPCF operated by the City septage flows not to exceed 15,000 gallons on a daily basis.
3. Septage is defined as the liquid or solid material removed from a portable toilet, septic tank, cesspool, holding tank, or a similar system that receives only domestic waste (household, non-commercial, non-industrial sewage). The City agrees to accept and treat such flows.
4. Hauler agrees that any septage delivered to the WPCF shall conform to the City of Ogdensburg Sewer Use Code as stated in the City of Ogdensburg Sewer Use Code (Chapter 177 Article VI).

Parameter	30-Day Average (mg/L)	24-Hour Average (mg/L)
Cadmium	0.25	0.5
Hex Chromium	0.1	0.2
Total Chromium	1.7	3.4
Copper	2.05	4.1
Lead	0.4	0.8
Mercury	0.1	0.2
Nickel	2.0	4.0
Zinc	1.5	3.0
Arsenic	0.1	0.2
Available Chlorine	15.0	15.0
Cyanide-free	0.2	0.4
Cyanide-total	0.65	1.3
Selenium	0.1	0.2
Sulfide	3.0	6.0
Barium	2.0	4.0
Manganese	4.0	8.0
Gold	0.1	0.2
Silver	0.2	0.4
Fluorides	2.0	4.0
Phenol	4.0	8.0
Total toxic organics	1.0	2.0

Constituents	Maximum Levels (ppm)
BOD	300
Suspended Solids (SS)	350
Chlorine Demand	15
pH	Range of 6.0 to 9.0
Temperature	104 °F
Chlorine Demand	15

Oil and Grease	50
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5. Hauled septage waste will be received daily from 8:00 a.m. to 3:00 p.m. on weekdays and from 7:00 a.m. to 1:00 p.m. on weekends and City observed holidays.
6. Hauler shall pay to the City a sum based upon the volume of septage delivered. For calendar year 2023 a fee of \$0.10 per gallon of septage received will be charged.
7. Hauler shall deliver a sample of septage for analysis to the plant operator on duty prior to discharge of septage.
8. Hauler will be solely responsible for conveyance of septage from the permitted hauling vehicle to the City provided stationary connection point. No hoses or other piping will be provided by the City.
9. Hauler will be solely responsible for any accidents or spillage that may occur during the course of transporting and disposal operations.
10. The City reserves the right to refuse receipt of septage waste for the following conditions:
 - a. WPCF scheduled or unscheduled maintenance due to operational and treatment issues.
 - b. Failure to supply a sample of septage to the plant operator on duty.
 - Receipt of any waste that has commercial or industrial related odors, appears not to be from domestic systems and/or appears to contain oil, grease, or other constituents that may pose a threat to the WPCF treatment system.
 - c. Failure to properly clean up accidents or spills.
 - d. Failure to pay for billed services.
11. The City reserves the right to terminate this agreement at any time on one weeks' notice to the Hauler without cause. The City further reserves the right to terminate this agreement immediately in the event of any breach by Hauler of any of the provisions of this agreement.
12. In the event the City has to take any action as a result of any breach of the agreement by the Hauler, the board shall be entitled to recover all its costs and expenses so incurred, including, but not limited to Court costs and reasonable attorney's fees.
13. Hauler agrees to release the City from any and all liability of any nature whatsoever related to any physical injury or property damage sustained by itself or its employees when delivering to the Facility:
 - a. Hauler agrees to indemnify and hold harmless the City from any and all liability of any

nature whatsoever which the City may incur as a result of the Hauler's use of the City's Facilities.

14. This agreement shall be governed by and in accordance with the Laws of the State of New York.

Andrea L. Smith, Interim City Manager

Date

Date