



**INTEGRA WATER CREOLA, LLC**

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**AGREEMENT FOR WASTE STREAM RECEIVING SERVICES  
SEPTAGE, GREASE, WASH WATER, PETROLEUM CONTACT WATER, OILY WATER,  
INDUSTRIAL FOOD WASTE &/OR LEACHATE**

Discharge Applicant: \_\_\_\_\_  
Business Address: \_\_\_\_\_

FEIN # \_\_\_\_\_

Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Permit #: \_\_\_\_\_

Truck #: \_\_\_\_\_

Capacity: \_\_\_\_\_

Truck #: \_\_\_\_\_

Capacity: \_\_\_\_\_

Truck #: \_\_\_\_\_

Capacity: \_\_\_\_\_

Truck #: \_\_\_\_\_

Capacity: \_\_\_\_\_

Truck #: \_\_\_\_\_

Capacity: \_\_\_\_\_

\* If needed use lower portion of second page to list additional trucks.

1. The undersigned (the "Hauler") requests Integra Water Creola, LLC (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. The 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 Alabama or any other state. Should it be necessary to employ an attorney to collect Service Fees, Charges or other amounts due to Utility, the 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. The 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. **The Hauler acknowledges receipt of the Regulations and is aware that upon acceptance of this Agreement by Utility, the 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. Waste Stream Receiving Services shall be available to the Hauler at any time after the date of issuance of a permit by Utility to Hauler pursuant to the Regulations. 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 the Hauler on or about the fifteenth day of each calendar month. Payment of such Service Fees shall be due and payable on the thirtieth day of the month. Changes to the Service Fees and the Regulations shall become effective on the date Utility mails notice



to the Hauler at the Business Address above, unless otherwise designated by the Utility. Monthly bills shall be rendered to the 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 by the thirtieth day of each month. **A late charge equal to 10% of total Service charges will be assessed.**

5. Utility without notice may, in its sole discretion, immediately deny further service to the Hauler, if the Hauler fails to comply with any provision of this Agreement or the Regulations. In addition to the foregoing, Utility shall have the right to pursue any and all rights and remedies available at law or in equity. Septage Receiving Services will not be reinstated until the Hauler has paid all delinquent amounts, interest and costs of collection, and the Hauler has paid Utility’s reinstatement fee then in effect.

6. The 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 the 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. The 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 waste stream discharges from the 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 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 Hauler discharges at the WWTP. In the event that the 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 Hauler may terminate Septage discharges to the Septage Receiving Site at any time upon ten (10) days' written notice to Utility. The Hauler understands this agreement is subject to a valid Integra Water Creola, LLC, annual discharge permit.

**IMPORTANT - PLEASE READ AGREEMENT IN ITS ENTIRETY BEFORE SIGNING**

**Company Representative (Hauler)**

**Integra Water Creola, LLC (Utility)**

Accepted \_\_\_\_\_  
Authorized Signature

Signed Shawn Dickson  
Shawn Dickson  
Customer Service & Billing Manager



**Exhibit A**  
**Integra Water Creola, LLC**  
**Receiving Service Regulations and Fees**

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

**Integra Water Creola (Acordis) Wastewater Treatment Plant (WWTP)** is currently a waste stream receiving facility and will continue to be a receiving facility.

**WWTP Location** — 12740 Highway 43 North, Axis, Alabama, 36505.

Domestic and Commercial Septage, as defined below is the category of septage that the WWTP will accept for treatment. Other waste streams will be reviewed accepted/denied on a case by case basis.

**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 within normal business hours. Delivery appointments are required. Please contact WWTP at 251-272-0911. Personnel available Monday — Friday between 7:00 a.m. and 3:00 p.m. (No discharges accepted on Holidays or Weekends.)

**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 BOD<sub>5</sub>, \$1.20/lb. of Total Suspended Solids, \$1.10/lb. of Total Phosphorus and \$4.10/lb. of NH<sub>3</sub>-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.

**Fee Structure, Rate System, Term of Agreement, ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY** — The WWTP will bill based on the truck tank size. The Waste Stream Hauler shall pay the following rate per gallon (rpg) Service Fees computed on the basis of the volume of discharge:

Septage rpg: \$ ~~1.07~~ <sup>0.08</sup> Grease rpg: \$ 0.10 Wash Water rpg: \$ 0.08 Petroleum Contact Water rpg: \$ \_\_\_\_\_ Oily Water rpg: \$ \_\_\_\_\_  
 Leachate rpg: \$ 0.06 Industrial Food Waste rpg: \$ \_\_\_\_\_ Other \_\_\_\_\_ rpg: \$ \_\_\_\_\_

**It is understood by the parties hereto that, for so long as the Utility is ready, willing and able to receive discharges from the 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 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 Hauler discharges at the WWTP. In the event that the 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 Haulers will have an account established with the Utility. The 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 waste stream hauling company



to discharge at the WWTP. Haulers with a current license from the required local and State agencies are eligible to complete an application for a Discharge Permit. If all credentials are acceptable a Discharge Permit will be generated. The Hauler will be scheduled for an orientation at the WWTP Administration Bldg.

**Unloading Procedure** — The licensed Hauler arrives at the WWTP and checks-in at the WWTP Office. The On-Duty Clerk oversees the driver's entry of information onto the 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 complete the Hauler Record Form may result in loss of unloading privileges.

The driver obtains an empty sample bottle from the On-Duty Clerk, labels bottle with name, date, and time, then proceeds to designated unloading area. Utility personnel may perform an audit, which involves inspecting the 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 Hauler Record Form may result in loss of discharge privileges. The driver will unload at designated 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 WWTP Superintendent. 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. **SEE DUTY TO COMPLY.**

**Limitation of Permit Transfer** — Permits may be reassigned or transferred to a new owner and/or operator with prior approval of the WWTP Superintendent.

- a. The permittee must give at least a 30 day advance notice to the Superintendent.
- 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 WWTP personnel, or an authorized representative, upon the presentation of credentials to

- 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.
  - 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 Director 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 Director 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 haulers will be notified in advance of any changes.