

BIOSOLIDS HAULING AGREEMENT

This agreement is entered into by and between the City of Waukesha, a Wisconsin municipal corporation and United Liquid Waste Recycling, Inc. (hereinafter ULWR). Together, the city and ULWR are referred to as the Parties.

1. TERM. The term of this Agreement shall be from the date of signature of this agreement through December 31, 2015. ULWR may request a one-year extension of this agreement in writing no later than November 30, 2015, which may, but need not be granted, by the Common Council of the City of Waukesha upon the recommendation of its Board of Public Works. The term of the extension, if approved, is from January 1, 2016 through December 31, 2016.

2. SERVICES.

A. **ULWR Responsibilities.** ULWR agrees to haul bio solids from the City of Waukesha's Wastewater Treatment Facility (WWTF) located at 600 Sentry Drive, Waukesha, Wisconsin, under the following terms and conditions:

1. ULWR must possess a valid WID identification number. The special waste permit must be displayed on all trucks providing hauling services under this Agreement.
2. All vehicles utilized by ULWR to provide services under this Agreement must (1) be properly licensed in Wisconsin; (2) be large enough to haul a minimum of 20 cubic yards; and (3) have the capability of being covered to prevent spillage during hauling operations.
3. ULWR shall provide a list of trucks, including license number of both trucks and trailers (if applicable), that will haul bio solids under this agreement.
4. ULWR shall choose land application sites from the Wisconsin Department of Natural Resources (WDNR) current list of approved WWTF sites, or be responsible for the acquisition of suitable sites and WDNR approval of these sites prior to land application.
5. ULWR shall be responsible for WDNR required soil testing under Wisconsin Administrative Code NR204.06. Analysis shall be performed by a State of Wisconsin certified laboratory.
6. ULWR shall not apply bio solids to sites (or portions of sites) with a soil pH of less than 6 s.u.
7. ULWR shall not apply biosolids to any site at greater than the WDNR recommended rate. Rate calculations shall include residual nitrogen from biosolids for the two previous crop years.
8. ULWR shall provide all information regarding land application including landowner information, location, soil testing, solids application rates, daily log sheets, and nutrient calculations to the WWTF no later than January

15, 2016. Additional information will be provided to the WWTF as requested.

9. All bio-solids must be removed from the WWTF solids storage building no later than November 19, 2015 unless prior arrangements are approved by the WWTF superintendent in writing.
10. ULWR shall provide a Spill Recovery Plan that will be followed in the event of a loss of hauled material on any public or private highway or right of way. The Spill Recovery Plan is attached hereto and incorporated into this agreement by reference as Attachment 1.
11. ULWR shall provide straw, or other suitable material, to spread on the floors of dump trailers so that the bio solids will slide from the trailer more easily thereby preventing sticking on the trailers and reducing the amount of bio solids hauled more than once.
12. ULWR shall reimburse the City if WWTF staff is required to work overtime to meet deadlines in this agreement. This shall be accomplished through a reduction in the amount remitted by the WWTF for invoices received from ULWR.

B. City Responsibilities.

1. WWTF will load ULWR trucks and check the weight of each truck. Weight receipts shall be generated for each load by the City of Waukesha Wastewater Treatment Facility (WWTF) unless other arrangements are approved by the WWTF superintendent.
 2. WWTF will provide ULWR the most recent available analysis for the biosolids.
 3. Bio solids may be hauled in legal quantities deemed appropriate by ULWR limited only by the availability of WWTF personnel to load and weigh the bio solids.
- 3. PRICING.** WWTF will pay ULWR the sum of \$12.49 per ton of bio solids hauled through December 31, 2015. ULWR will send a monthly invoice that details the tonnage hauled. WWTF will review the invoice and, if in agreement, shall pay the full amount within thirty (30) days of receipt.
- 4. QUANTITY.** ULWR shall haul bio solids produced at WWTF during the term of this agreement. WWTF provides no guarantee as to the total tonnage of bio solids which it will request be hauled during the term of this agreement.
- 5. INTERPRETATION OF AGREEMENT TERMS.** When any question or dispute arises as to the interpretation and/or implementation of any terms and conditions of this agreement, the determination of WWTF staff shall be final.
- 6. PENALTIES.** A monetary penalty of up to \$250 per day may be imposed by the WWTF upon ULWR for failure to comply with the Agreement. The daily penalty may include but is not be limited to failure to complete hauling by a specific date without prior

request and approval of a date extension; failure to perform required soil testing and reporting; and failure to provide application rate data. The penalty for failing to meet the November 19, 2015 completion date under paragraph 2(A) (9) is \$250 per day. Any failure to comply with the terms of this Agreement may lead to non-renewal of the Agreement.

7. **ASSIGNMENT.** ULWR shall not assign or subcontract the whole or any part of this agreement without the advanced written approval of WWTF. Any assignment will be subject to all terms and conditions of this agreement.
8. **INDEMNIFICATION.** ULWR will save, indemnify and hold harmless the City of Waukesha, WWTF, and their employees and agents, against any and all claims, damages, loss, actions, liability, judgments, costs, expenses, and expenses of any kind whatsoever, which may in any way accrue against the City of Waukesha, WWTF, their employees and agents, as a consequence of the Agreement, or that may in any way result whether or not it is alleged or determined that the act was caused through the negligence or omission of ULWR, its employees, agents, or subcontractors, arising out of the performance of the agreement.
9. **INSURANCE.** ULWR will furnish a current certificate of insurance which provides that the City of Waukesha is an additional insured. ULWR, at its own expense, shall maintain insurance coverage as follows:

General Liability including Products or Completed Operations
Bodily injury - \$5,000,000/5,000,000
Property Damage Liability – \$4,000,000

Workers Compensation
Statutory – \$100,000

10. **PERMITS AND LICENSES.** ULWR shall be required to procure at ULWR expense all permits and licenses required by law.
11. **CONFORMITY WITH ALL APPLICABLE LAWS.** ULWR shall abide the laws of the United States of America, the State of Wisconsin and the ordinances of the City of Waukesha.
12. **NOTICES.** Any notice required under this contract shall be in writing, except in case of emergency when notice may be verbal. Notice shall be given as follows:

To the City:
City of Waukesha Wastewater Treatment Facility
600 Sentry Drive
Waukesha, WI 53186-5950
262-524-3625

To United Liquid Waste Recycling, Inc.:
United Liquid Waste Recycling, Inc.
Robert W. Tracy, Jr. – President
P.O. Box 247
Clyman, WI 53016

- 13. SAFETY.** ULWR shall comply with all applicable safety standards imposed by law and practiced within the industry, including but not limited to, the WWTF's Plant Safety Rules for Contractors, which shall be provided to ULWR by WWTF staff and acknowledged by signed receipt by a duly authorized representative of ULWR.
- 14. WAIVER.** The waiver by either party to this agreement of any of its rights under this contract on one or more occasions shall not preclude that party from enforcing that right at a later time.
- 15. AMENDMENT.** This agreement may only be amended by a written document signed by both parties. This document is deemed to constitute the entire agreement between the parties.
- 16. TERMINATION.** WWTF may terminate this agreement for any reason by giving a thirty (30) day notice in writing to ULWR.
- 17. SEVERABILITY.** If any provision of this Agreement is declared invalid by any Court of competent jurisdiction, then to the extent that invalid term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it will be severed, and the remainder of this Agreement will remain in effect and enforceable.
- 18. FORCE MAJEURE.** Neither Party shall be in breach of this Agreement for acts or failures to act caused by unforeseeable causes beyond the Party's control, including unusual weather, floods, fire, seismic events, war, strikes, and civil unrest.
- 19. INTEGRATION.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
- 20. SURVIVAL.** Unless specifically limited in this Agreement, any term, condition or provision of this Agreement will survive the execution of this Agreement or any stated time periods, to the extent necessary for their performance. This Agreement is binding upon, and inures to the benefit of, the Parties' successors and assigns.
- 21. GOVERNING LAW and JURISDICTION.** This Agreement will be construed and enforced according to the laws of Wisconsin. The Parties agree that if legal action is necessary in any way with respect to this Agreement, it will be filed in the Circuit Court for Waukesha County, Wisconsin.

This agreement is executed by the duly authorized agents of the parties this

_____ day of _____, 2015.

CITY OF WAUKESHA

UNITED LIQUID WASTE RECYCLING, INC.

City of Waukesha - Mayor

Robert W. Tracy, Jr. – President

City of Waukesha - City Clerk