



# UPPER BLACKSTONE WATER POLLUTION ABATEMENT DISTRICT

Engineer - Director / Treasurer Thomas K. Walsh, P.E.

## WASTE HAULER LICENSE

Waste Hauler Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Authorization to discharge hauled waste to the Upper Blackstone Water Pollution Abatement District wastewater facilities is hereby granted in accordance with the following limitations, conditions, and requirements:

### I. DISCHARGE REQUIREMENTS

#### Designated Disposal Points

The waste hauler must discharge all liquid wastes at the septage receiving facility located at the headworks of the treatment plant.

#### Industrial/Commercial Waste

Any waste which may be identified as commercial or industrial waste must be sampled prior to pumping and discharging. The results of the sampling must be reviewed and approved by the District for safe disposal to the treatment plant. The waste must be in compliance with all applicable local, state, and federal regulations. District authorization must be granted to the industry, person, or facility generating the waste prior to having the waste pumped and hauled to the District. The waste hauler must have a copy of the written District approval/permit from the industry, person, or facility generating the waste.

Prohibitive Discharge Standards

The waste hauler is prohibited from discharging wastes listed in the general and specific prohibitions in Article III Sections 1 and 2 of the District’s Sewer and Pretreatment Regulations. The waste hauler is prohibited from discharging industrial/commercial wastes which exceed the following limitations:

Arsenic	3.7 mg/L
Beryllium	1.2 mg/L
Cadmium	.1 mg/L
Chromium	1.6 mg/L
Copper	1.09 mg/L
Lead	2.0 mg/L
Mercury	.056 mg/L
Nickel	13.4 mg/L
Selenium	.7 mg/L
Silver	.5 mg/L
Zinc	3.7 mg/L
Cyanide	2.0 mg/L
Fats, oil, and grease	225 mg/L*
pH minimum	5.0
pH maximum	12.0

\* Unless from permitted generator in District member community

**II. RESPONSIBILITIES**

The waste hauler is responsible for protecting the wastewater treatment plant from any contributing discharges which would cause pass-through, inhibit, interfere, or otherwise be incompatible with the operation or maintenance of the treatment plant. The waste hauler is responsible for keeping the discharge point clean from waste spills.

Liability Insurance

The licensee must carry liability insurance. The licensee must submit a copy of a certificate of Liability Insurance form to the District as evidence of adequate liability coverage. The licensee must have the following coverage:

<u>Coverage</u>	<u>Limit</u>
Comprehensive General Liability	
General Aggregate	\$2,000,000
Products-Completed Operation	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Automotive/Combines Single Limit	\$1,000,000
Employer Liability	\$500,000
Workers Compensation (or disability insurance)	Statutory Requirements

Prompt Payment

Licensee agrees to pay all invoices promptly or be subject to the late payment fees and interest charges stated on District invoices.

Nontransferability

In the event of a change in control or ownership, the licensee shall notify the District. The new owner shall be made aware of this license and its limitations to afford the new owner an opportunity to apply for a new license without interruption of business.

**III. VIOLATIONS**

License Revocation

If any person fails to comply with any provisions of this license, or discharges waste into the treatment plant in violation of the terms and conditions of this license, or the District’s Sewer and Pretreatment Regulations, or any other local, state, or federal regulation, the District may revoke the license.

Civil Penalty

Any person who violates any provision of this license or the District’s Sewer and Pretreatment Regulations shall be liable for a civil or criminal penalty up to \$10,000 for each violation in accordance with the provisions of Massachusetts General Laws, Chapter 752, Section 7, as most recently amended. Each day in which any such violation continues shall be deemed a separate offense. Any person violating any provisions of this license or the District’s Sewer and Pretreatment Regulations shall become liable to the District for any expense, loss, damage suffered, attorney fees, court costs, and any other expense of investigation and enforcement action by the District.

Should the licensee discharge or cause to be discharged any substance which causes or contributes to a violation of any of the District’s discharge or operating permits, whether or not such discharge was intentional, the licensee agrees that it will be liable for twice the amount of any penalty subsequently levied upon the District by any regulatory agency or court.

Penalty for False Statement

Any person who knowingly makes or authorizes any false statement, representation, or certification in any license or permit application, laboratory report, or other document required by this license, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device, testing method or samples required under this license shall be subject to a civil penalty up to \$10,000.

Signed by:

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

**For District use only:**

Submittal of Certificate of Liability Insurance: \_\_\_\_\_

Submittal of Millbury Registration: \_\_\_\_\_

License Number: \_\_\_\_\_

District Authorized Representative: \_\_\_\_\_ Date \_\_\_\_\_