

AGREEMENT

THIS AGREEMENT made this day of , 2003.

BETWEEN: THE PASSAIC VALLEY SEWERAGE COMMISSIONERS, a public corporation of the State of New Jersey (herein referred to as the "PVSC");

AND: [CUSTOMER]

(herein referred to as the "CUSTOMER").

W I T N E S S E T H:

WHEREAS, PVSC owns and operates a wastewater treatment facility located in Newark, New Jersey, generally referred to as the PVSC Wastewater Treatment Plant; and

WHEREAS, the PVSC Wastewater Treatment Plant has waste disposal facilities and capabilities; and

WHEREAS, the CUSTOMER is (*hauling a sludge*) and desires to have the waste treated and disposed of by the PVSC; and

WHEREAS, the PVSC is agreeable to treatment and disposal of the waste of the CUSTOMER subject to certain terms and conditions including terms for the fixing of fees for treatment and disposal of the waste and other related matters;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties hereto, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Section 1. GENERAL SCOPE OF THE AGREEMENT

The CUSTOMER agrees to deliver its non-hazardous waste at no cost to the PVSC to the point of connection to the PVSC'S system, as designated by the PVSC. The non-hazardous waste shall meet all of the PVSC'S standards, including the applicable sections of PVSC'S Rules and Regulations, and it shall not be detrimental to the PVSC'S treatment plant. All commercial and industrial greywaters shall be in compliance with PVSC local limits as listed in Table A. The PVSC will accept the non-hazardous waste from the CUSTOMER subject to the limitations as set forth in Section 2 and the CUSTOMER will pay for the treatment of said waste in the amount and manner set forth hereinafter. The terms non-hazardous waste, and waste shall be deemed synonymous whenever they appear in this Agreement.

TABLE A
Local Limits
Monthly Average Limit (mg/l)

Cadmium	Cd	0.19
Copper	Cu	3.02
Lead	Pb	0.54
Mercury	Hg	0.080
Nickel	Ni	5.9
Zinc	Zn	1.67

Section 2. TREATMENT OF THE CUSTOMER'S NON-HAZARDOUS WASTE AND SERVICE CHARGES TO BE LEVIED THEREFOR

(a) The PVSC agrees to accept, treat and dispose of the total [*Sludge production of Hanover Sewerage Authority (Whippany, NJ)*] during the term of this Agreement or any extension of it, based on the description provided in the attached CUSTOMER'S Application. The CUSTOMER expressly warrants and guarantees that it will deliver to PVSC 100% of the total production of waste to PVSC during the term of this Agreement. The CUSTOMER agrees that PVSC shall be the exclusive and sole provider of treatment and disposal of CUSTOMER'S waste during the term of this Agreement.

(b) The CUSTOMER shall not, however, discharge into the PVSC'S system:

1. Any prohibited waste as defined by Section 312 of the PVSC Rules and Regulations.

2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.

3. Any waste with a pollutant content greater than contained in the documentation submitted in the CUSTOMER'S Application.

4. Any waste which is Hazardous as defined by USEPA, NJDEP and/or any other regulatory agency.

5. Mixtures of the approved waste, as defined in the CUSTOMER'S Application, and any other waste.

(c) PVSC reserves the right to sample any delivery for any parameter before commencing discharge.

(d) PVSC reserves the right to reject a delivery if information reveals that the introduction of the contents may negatively impact the operation of the PVSC system.

(e) In consideration for the treatment and disposal of the waste by the PVSC, the CUSTOMER agrees to pay the PVSC at the rate specified in the PVSC Letter of Approval attached hereto and made a part hereof. The PVSC shall have the right to adjust the aforesaid charges annually upon sixty (60) days written notice to the CUSTOMER effective on January 1 following the notice.

In the event that such adjusted charge is not agreed upon, either party may terminate this Agreement on the charge effective date, provided such termination shall in no way relieve the obligation to pay any outstanding charge then due and owing or to become due and owing.

(f) At its discretion, the PVSC may base its charges, for waste deliveries, upon full truckloads, regardless of whether a full truckload is actually delivered to the PVSC'S treatment plant. The waste will be delivered at the sole cost of the CUSTOMER to the PVSC'S plant by a tank truck provided with either a gravity discharge or a self-contained pump capable of discharging the waste through approximately 10 feet of a 4 or 6 inch discharge hose to the at grade connection point.

Section 3. PAYMENT AND TERM OF AGREEMENT

(a) The PVSC shall bill the CUSTOMER monthly for charges due on this Agreement. The charges shall be payable upon receipt by the CUSTOMER of the monthly bill. Interest shall accrue at the rate of one and one half percent (1 1/2%) per month on charges not paid within [forty five (45) days sixty (60)] days of the billing date.

(b) The CUSTOMER will in each fiscal year make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the PVSC during such fiscal year of the annual payments due hereunder.

(c) If the CUSTOMER defaults in any of its obligations on the terms of this Agreement, the PVSC may terminate the services provided hereunder forthwith provided that such termination shall in no way relieve the obligation to pay any outstanding charges then due and owing or to become due and owing. If payment is not made by the CUSTOMER timely, PVSC shall be entitled to be reimbursed for cost of collection, including reasonable attorney fees.

(d) It is expressly understood and agreed that the CUSTOMER is solely a contract customer of the PVSC and shall acquire by this Agreement no ownership capital, property rights or equity in the system or plant of the PVSC whatsoever nor shall the CUSTOMER acquire by said Agreement any rights, express or implied, to participate in any way in the operation or the administration of the PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of the PVSC'S property, including but not limited to participation in eminent domain proceedings.

(e) The term of this Agreement shall commence on the date the Agreement is executed and, unless sooner terminated in accordance with the terms of this Agreement, shall expire [ONE (1) YEAR] from date of execution. If upon the expiration of this Agreement, PVSC continues to provide service and the CUSTOMER continues to dispose of the waste at PVSC, then and in such events, the terms of this Agreement shall bind the parties for all services provided post-expiration of this Agreement.

(f) Anything contained in this Agreement to the contrary notwithstanding, if the New Jersey Department of Environmental Protection (NJDEP), or any other governmental agency having jurisdiction over the PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall terminate within sixty (60) days of implementation of the Plan. If the Plan renders any provision of this Agreement unenforceable, or requires changes and modifications in the Agreement which the PVSC is unwilling to accept, then the PVSC reserves the right to terminate this Agreement on sixty (60) days notice.

Section 4. ENFORCEMENT

(a) If the CUSTOMER violates any of the terms of this Agreement, including but not limited to the limitations set forth in Section 2 (b), the PVSC may terminate the services provided hereunder forthwith and refuse to accept the waste into its system, provided that such termination shall in no way relieve the obligation to pay any outstanding charges then due and owing or to become due and owing, or constitute a waiver of any of the PVSC'S rights to enforce this Agreement.

(b) In addition to its right of termination, the PVSC may institute such measures as outlined in the PVSC Rules and Regulations Section 601, Authority, Violations, Etc.

(c) Furthermore, in the event any waste discharged by the CUSTOMER to the PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provision or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to be paid by the PVSC, or causes the PVSC to incur fines or penalties for violation of any USEPA, NJDEP, or other governmental agency, for violation of any law, rule or permit, then in any such case, the CUSTOMER shall reimburse the PVSC in full for such additional costs incurred, or fines or penalties assessed. Nonpayment of any costs or fines and penalties assessed shall constitute a default of this Agreement.

Section 5. COVENANT BY PVSC

The PVSC shall use reasonable diligence and care to provide waste treatment service at its sewage treatment plant for the use of the CUSTOMER. The PVSC shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of the PVSC or any cause considered an event of force majeure.

The PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over the PVSC. If the PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approvals or licenses from the governmental agencies having jurisdiction over the PVSC, then this Agreement shall become null and void.

Section 6. INDEMNIFICATION

The CUSTOMER agrees to indemnify and save the PVSC harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person whomsoever or damage to the property of any person whomsoever, arising out of the making and performance of this Agreement. This Agreement shall be made a part of the CUSTOMER'S Comprehensive General Liability Policy, and the PVSC shall also be designated as an additional named insured on such policy.

Section 7. INSURANCE

The CUSTOMER shall at its own cost and expense take out and maintain for the life of the contract and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance shall be provided in not less than the following amounts:

(a) Injury or death to one person \$1,000,000

- | | |
|--|-------------|
| (b) Injury or death to more than one person or more than a single occurrence | \$1,000,000 |
| (c) Property damage | \$1,000,000 |
| (d) Property damage on account of all occurrences | \$1,000,000 |

The CUSTOMER shall have the PVSC named as an additional named insured on its policy for the coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by the CUSTOMER with the Executive Director of the PVSC.

Section 8. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of the CUSTOMER and generator, and shall be governed by and construed in accordance with the laws of the State of New Jersey.

The Parties agree that any and all claims asserted by the PVSC arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in New Jersey ("Federal Courts") or in the Courts of the State of New Jersey located in Essex County in the State of New Jersey. The parties further waive all rights to trial by jury.

Further, the CUSTOMER and generator agree to waive as a defense to any actions arising out of the discharge of wastes to the PVSC facility, the fact that the CUSTOMER and generator are not entirely located within or subject to the jurisdiction of the PVSC and its ordinances.

Section 9. ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express consent of PVSC in writing, and the CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other parties.

Section 10. PROPER PERFORMANCE OF CONTRACT

The PVSC reserves the right to decide all questions arising as to the proper performance of this Agreement.

Section 11. TESTING AND MONITORING

The CUSTOMER shall be responsible for waste sampling, testing, reporting or other requirement of the NJDEP and the USEPA and for the cost thereof, regarding monitoring for waste quality parameters including heavy metals and toxic organic chemicals; copies of the waste analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for the above parameters, shall be filed with the PVSC within thirty (30) days of their submission to the regulatory Agency(s).

Section 12. SPILLAGE

Any spillage caused by the CUSTOMER, his hauler or his equipment while on PVSC property, shall be the CUSTOMER's responsibility to properly clean up at the CUSTOMER's expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation.

Section 13. VERBAL COMMUNICATION

Verbal communication by the CUSTOMER shall not be accepted and no representative, agent or employee of PVSC is authorized to accept any verbal communication from the CUSTOMER to vary, alter or modify the terms of this Agreement. Similarly, no representative, agent, or employee of PVSC has been authorized to make any representations or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the CUSTOMER and PVSC.

Section 14. RE-APPLICATION [INDUSTRIAL & CATEGORICAL WASTES]

The CUSTOMER shall, on an annual basis, submit a complete PVSC Application including all required laboratory analysis. Failure to submit a complete PVSC Application shall constitute default of this Agreement.

Section 15. CATEGORICAL WASTES [CATEGORICAL WASTES]

The generator shall be in compliance with the categorical pretreatment standards contained in 40CFR **[STANDARD]**. The discharge to the PVSC shall be in compliance with the Federal Limits in Table B. The generator and/or CUSTOMER shall sample for compliance with federal pretreatment standards from a tank truck containing this waste each March and September during the term of this contract. The generator and/or CUSTOMER shall analyze, using a certified laboratory, for all pollutants listed on Tables A and B and shall submit a report within thirty five (35) days containing the results on forms provided by PVSC. If necessary, the generator shall, upon PVSC request, submit production information (e.g. total lbs. produced, etc.) for use in determining mass or production-based limits.

IN WITNESS WHEREOF, the PVSC and CUSTOMER have caused their respective corporate seals to be hereto affixed and attested and these presents to be signed by their respective officers duly authorized and this Agreement to be dated as of the date first above written.

ATTEST:

PASSAIC VALLEY SEWERAGE COMMISSIONERS

LOUIS LANZILLO, Clerk

BY: _____
ROBERT J. DAVENPORT, Executive Director

ATTEST:

[CUSTOMER]

BY: _____

SAMPLE