

**PERMIT# SWH 1-06 FOR
DISPOSAL OF SEPTIC WASTES**

Issued to: _____

hereinafter referred as the HAULER, by the Kingsland Municipal Utility District, hereinafter referred to as KMUD. The KMUD agrees to provide treatment facilities at the Kingsland Municipal Utility District Septic Waste Treatment Facility, hereinafter referred to as the KMUD SWTF, for processing septic tank wastes for the fees described in accordance with the conditions of this Permit.

Section 1.0 – Septic Waste Hauler/KMUD Representatives

The KMUD's General Manager, or his duly authorized representative, will direct all on-site activities of the HAULER related to the utilization of the KMUD SWTF site. The KMUD's representative for contract administration and renewal purposes shall be the General Manager. The KMUD's representative for receiving and inspecting of wastes shall be the General Manager, or his duly authorized representative.

Section 2.0 – Terms of Permit

1. Terms of Permit. This permit shall become effective October 1, 2011. This permit shall expire September 30, 2012, unless revoked by the KMUD General Manager.
2. Permit Application. The HAULER is responsible for permit application and renewal. To ensure continuous services, the HAULER should apply for permit renewal at least 30 days prior to the expiration date. Permit application and renewal are to be processed in person at the Kingsland Municipal Utility District's Wastewater Treatment Plant, 100 Ingram, Kingsland, Texas 78639.
3. Fees. All fees shall be paid in full and must be kept current to continue to gain access to SWTF. Fees are listed below:
 - a. Permit application and usage Fees will be based on the approved KMUD Schedule of Wastewater Rates, Charges and Fees for which services were received.
 - b. Access cards are included in the Permit application fee. Replacement of card is \$20.00 per card.
 - c. Invoices for usage fees will be issued Bi-Monthly and based on the prior period's activity. Invoices are due and payable on the tenth calendar day after the invoice date. If KMUD offices are closed on the due date the invoices will be due the following business day. If a Hauler fails to make payment by the due date they shall be subject to a 20% late fee and inactivation of their gate access cards. Upon a second card inactivation due to non-payment, the permit of the subject HAULER will be revoked.

- d. Surcharge for grease sample results exceeding 200 mg/L will be charged at three times the current approved usage rate.
 - e. Expenses related to cleanup due to a Hauler not complying with written SWTF operational policies and procedures will be based on KMUD's actual expenses.
4. Treatment Costs. The cost for services rendered to the HAULER for treating septic wastes handled during normal business hours as specified in Section 3.0 under this Permit shall be charged according to KMUD's Schedule of Wastewater Fees and Charges. Charges will be based on the volume of truck tank size. If a tank is partially full, the driver may show proof by submitting a certified weight ticket, otherwise the charge will be for a full tank.
 5. Invoices will be issued on the 1st and the 16th of each month. Invoices are due and payable on the 15th for the charges accrued from the 16th through the last day of the month for the previous month. The charges accrued from the 1st day of the month through the 15th day of the month are due on the last day of that month. If KMUD offices are closed on the due date the invoices will be due the following business day. If a Hauler fails to make payment by the due date they shall be subject to a 20% late fee and inactivation of their gate access cards. Upon a second inactivation due to non-payment the HAULER's permit will be revoked.
 6. Definition of Acceptable Wastes. The conditions and requirements of this permit are for the disposal of septage from legally transported domestic sanitary septic tanks and portable toilet wastes only. This permit prohibits the discharge of waste generated from industrial sources, grease traps, or sand traps into the KMUD SWTF. Loads received at KMUD's SWTF with test results exceeding 200 mg/L of grease or grease based material are not permitted and will be subject to a surcharge of three times the standard fee rate. Within the permit period any HAULER with more than one load exceeding the maximum grease limits is subject to suspension of their permit.

Section 3.0 –Treatment and Disposal Operations

1. Disposal Site. The disposal site authorized under this Permit is the KMUD SWTF, Williamette Street, Kingsland, Texas 78639.
2. Odor Control. The HAULER shall be responsible for controlling their material odors while in the vicinity of the KMUD SWTF.

3. Equipment. Keeping the equipment for waste discharge clean and usable is the responsibility of the HAULER. The Hauler should notify KMUD if any of the equipment is not functioning.
4. No equipment shall remain on the plant site without permission from the General Manager. Hoses shall not be stored at the KMUD SWTF.
5. Time of Operations. Septic hauling waste will be received daily from 7:30 a.m. to 3:30 p.m. Emergency service shall be defined as all other times not specified above and KMUD should be provided a 48 hours notice in advance, if feasible.
6. Cleanup. The HAULER is responsible for cleaning the disposal area immediately after each use. Repeat non-conformity will require reimbursement of KMUD for related cleaning costs and will subject the Hauler's permit to termination.
7. Responsibilities. The HAULER assumes complete responsibility for his employees while at the KMUD SWTF and will be solely responsible for any accidents or spillage that may occur during the course of transporting and disposal operations at the KMUD SWTF. The HAULER understands that as a condition of the permit the HAULER will clean up any accidents and spillage occurrence immediately. *KMUD must be immediately contacted if a spill exceeds 20 gallons of septic material.*
8. Motor Vehicle Liability Insurance. Every fleet vehicle that maintains a gate card to dispose of waste at the KMUD SWTF shall possess adequate motor vehicle liability insurance. Failure to maintain adequate insurance shall result in a revocation of the gate card for the vehicle. The HAULER shall notify KMUD if motor vehicle insurance is cancelled. Any damage to KMUD SWTF structural facilities by HAULER's vehicle will be covered by the HAULER's Liability insurance.

Section 4.0 – Reporting

The HAULER shall submit a completed Receiving Ticket with each septage waste discharge event. It shall be signed by contracting authority from source of waste authorizing collection of waste (owner of septic tank or duly authorized representative of owner) and disposal operator (truck driver). The HAULER may assume full liability for wastes received and disposed at the KMUD SWTF and sign as the “generator”, if desired to facilitate handling operations. In this case, the HAULER must submit a signed statement in writing declaring the waste to be septage from domestic sanitary septic tanks or portable toilet wastes, citing the specific source, and acknowledging full responsibility for the product.

Section 5.0 – Right to Refuse Service

KMUD reserves the right to refuse service for the following conditions:

1. Scheduled or unscheduled maintenance due to operational and treatment issues.
2. Receipt of any waste that has industrial related odors, appears not to be from domestic systems and/or appears to contain oil and grease or other constituents that may pose a treat to the treatment system.
3. Failure to pay for services KMUD has provided or non-compliance with written operational policies and procedures of the SWTF.
4. Failure to properly clean up any accidents or spills.
5. Failure to submit a completed Receiving Ticket with each septage waste discharge event.

CERTIFICATION

I affirm that I have examined and understand the information contained in this permit.

Name of Hauler (Company) *TCEQ Permit #*

Address

City State ZIP

Name of Authorized Representative (Type or Print)

Title

Signature of Authorized Representative Date

Issued by the Kingsland Municipal Utility District

Anita D. LaBier, General Manager

Date