METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO RE-SOURCE RECOVERY PROGRAM

ORGANIC MATERIALS DELIVERY AUTHORIZATION APPLICATION

INSTRUCTIONS

Section A – General Information

Provide the information for the company that the Delivery Authorization will be issued to. This company will be responsible for the source material quality, quantity, payment, and delivery to the water reclamation plant.

Section B - Contact Information

Provide contact information for the company that the Delivery Authorization will be issued to. One primary contact, any officers/owners, and at least one facility contact in case an on-site inspection is necessary to complete the approval of this application.

Section C – Vehicle Identification

Provide a list of vehicles that will be used to deliver material to the water reclamation plant. At no time should a vehicle used to haul hazardous waste be submitted for approval. If additional vehicles are added later, please submit an updated Section C page of the application to <u>biop@mwrd.org</u> for review.

Section D - Employee License Identification

Provide a list of employees that will be driving the vehicles listed in Section C to deliver material to the water reclamation plant. If additional drivers are added later, please submit an updated Section D page of the application to <u>biop@mwrd.org</u> for review.

Section E – Compliance

Information regarding the District's standards for compliance with a Delivery Authorization.

Section F - Payment

Information regarding the administrative and delivery fees associated with this application and the Delivery Authorization.

<u>SECTION G – Insurance Requirements</u>

Provide proof of minimum insurance as outlined in this section.

Section H - Certification Statement

To complete this form, sign and notarize the application. Applications that are not signed and notarized will not be reviewed.

Mail your completed application to:

Metropolitan Water Reclamation District of Greater Chicago Industrial Waste Division, Technical Services Section 111 East Erie Street, Chicago, IL 60611

SECTION A – GENERAL INFORMATION

Company Name	
Address	
City, State, Zip Code	
Contact Name	Title
Telephone	Email

SECTION B – CONTACT INFORMATION

Identify the name(s) of all principal owners, primary contacts, and/or facility contacts of the entity seeking a Delivery Authorization.

Contact Name	Title	Telephone	Email	Primary

Date submitted

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SECTION C – VEHICLE IDENTIFICATION

In no case will any vehicle that holds a permit issued by the Illinois Environmental Protection Agency for hauling hazardous waste, or any vehicle that is used or has been used to pump or hold hazardous wastes, be allowed to make a delivery.

Vehicle Model	Year	License Plate Number	VIN Number	Tank Volume Ca- pacity (Gallons)

SECTION D – EMPLOYEE LICENSE IDENTIFICATION

Each company employee whose duties include the maintenance, evacuation, transport and delivery of material must be in possession of a valid driver's license for the class of vehicle being driven. Identify each such licensed employee and attach a copy of each such license to this application.

Employee Name	License Category	License Identification Number	License Expiration Date

SECTION E – COMPLIANCE

The Authorized Party must provide and require its haulers, generators, brokers, and contractors to provide the following to the Water Reclamation District of Greater Chicago (District) upon request: all records, including but not limited to pumping logs, manifests, or analytical results pertaining to any material delivered to the District. The Authorized Party must immediately report and require its haulers, generators, brokers and contractors to immediately report, any deviation from the information reported on this Organic Materials Delivery Authorization (OMDA) to the District, including but not limited to changes to truck size, significant temporary or ongoing changes to the anticipated volume of delivered material, changes to process generation that may affect the characteristics of the delivered material, and changes concerning the presence of constituents of concern or known pollutants in the delivered material.

HAULING COMPANY, DRIVER AND TANKER REQUIREMENTS

- 1. This OMDA is limited to vehicles specifically authorized by the District.
- 2. All hauling company contact information, driver names, and required insurance certifications must be current and on file before any deliveries may be made.
- 3. Each driver must have a valid driver's license for the class of vehicle being driven.
- 4. Tanker trucks shall arrive equipped with their own appropriate hoses and pumps.
- 5. In no case will any vehicle that holds a permit issued by the Illinois Environmental Protection Agency for hauling hazardous waste, or any vehicle that is used or has been used to pump or hold hazardous wastes, be allowed to make a delivery.

WATER RECLAMATION PLANT HAZARDS

- 1. No smoking is allowed while on the Plant premises, as it is a safety hazard due to presence of flammable gases (such as oxygen and methane).
- 2. Use caution when venting the tanker for discharge. During transportation, degradation of the high strength liquid organic material may occur inside the tanker and build up dangerous gases which may be released when the driver vents the tanker.
- 3. Infectious materials are present at the Plant and managed in the wastewater treatment process.

RULES OF CONDUCT

- 1. Obey posted speed limits.
- 2. Driver is responsible for wash down of own spills within four hours of such spills.
- 3. Driver must be in compliance with all applicable OSHA regulations.
- 4. Driver must lock brakes before commencing discharge.
- 5. Driver must stay with truck/tanker during discharge unless instructed otherwise by District Staff.
- 6. All feedstock must be discharged through a hose directly to the receiving station.
- 7. No exterior truck or trailer washing is permitted on District premises.
- 8. Do not leave any trash or debris at the discharge area.

SECTION E – COMPLIANCE (CONT.)

9. Drivers are not permitted to possess firearms on District property.

DISCHARGE INSTRUCTIONS

- 1. Each delivery must be accompanied by the Material Delivery form in addition to the truck manifest.
- 2. Payment coupons must be purchased prior to arrival and presented at water reclamation plant gate.
- 3. The driver may be met by District personnel at the receiving site to collect a sample and all documents including the coupons. If District personnel does not meet the driver at the receiv-ing site, leave all documents at the designated receiving box or with District police at the entry/exit gate.
- 4. The driver is responsible for hookup and offloading of waste material. No offloading should occur until approval is obtained from District personnel.

DISCHARGE LIMITATIONS

At no time shall a material delivered to the water reclamation plant exceed the following pollutant limits. Exceedances of these limits may result in enforcement action to the holder of the delivery authorization.

Pollutant	Maximum Limit	Pollutant	Maximum Limit
Cadmium	2.0 mg/L	Lead	0.5 mg/L
Chromium (total)	25.0 mg/L	Mercury, Final	0.0025 mg/L
Copper	3.0 mg/L	Nickel	10.0 mg/L
Cyanide	5.0 mg/L	pН	4.0 - 10.0
Fats, Oils, and Greases	250.0 mg/L	Total Phosphorus	1,500 mg/L
Hexavalent Chromium	10.0 mg/L	Total Solids	10%
Iron	250.0 mg/L	Zinc	15.0 mg/L

SECTION F – PAYMENT

A nonrefundable administrative fee of \$250 for the review and processing of the application is due at the time the application is submitted. Make checks payable to the Metropolitan Water Reclamation District of Greater Chicago.

A provisional OMDA may be issued to allow the Program Director to evaluate the proposed delivery system. The Program Director may collect a reduced delivery charge from the Authorized Party during the provisional Delivery Authorization period. Upon expiration of a provisional OMDA, the Program Director may issue the Authorized Party a new or revised OMDA, subject to the delivery charges.

Delivery charges are based on the nominal volume capacity of the truck. Coupons for delivery are purchased in advance on the District's website at https://mwrd.org/doing-business/make-payment. Coupons will not be available for purchase at the water reclamation plant and payment will not be accepted by District staff on-site.

OMDA rev (2023)

Date submitted

SECTION G – INSURANCE REQUIREMENTS

1. The Authorized Party, at its sole expense and prior to any delivery, shall procure, maintain, and keep in force during the entire term of the Delivery Authorization such required insurance as specified and outlined herein:

TYPE OF INSURANCE Workers' Compensation Insurance Employer's Liability	MINIMUM LIMIT OF LIABILITY STATUTORY
A. Each accident	\$1,000,000.00
B. Each employee-disease	\$1,000,000.00
C. Policy aggregate-disease	\$1,000,000.00
Commercial General Liability	
A. Per occurrence	\$2,000,000.00
B. General Aggregate-Per project	\$2,000,000.00
C. Products/Completed Operations General Aggregate	\$2,000,000.00
Business Auto Liability	\$1,000,000.00
Contractors Pollution Liability	\$2,000,000.00

- 2. The Authorized Party may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, self-insured retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Authorized Party's primary and excess liability policies are exhausted.
- 3. The Business Auto Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by the Authorized Party pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- 4. The Authorized Party is required to submit evidence of the required insurance to the District prior to making any delivery under a Delivery Authorization.

- 5. All liability insurance coverage required hereunder is to be written on an "occurrence" form, with one exception. The District may accept Claims Made coverage for the Contractors Pollution Liability policy, if the retro date for coverage is prior to the date work begins on the project and coverage is maintained for a period of 5 years following the completion of the project (a 5-year extended reporting period can be substituted for this). Final determination of acceptability is at the discretion of the District's Law Department. The Authorized Party and, if appropriate, independent/subcontractor's insurance coverage shall be primary insurance as respects the District, its Commissioners, officers, agents, or employees.
- 6. Any insurance or self-insurance maintained by the District shall be excess insurance and shall not contribute to the Authorized Party's insurance or that of his independent/subcontractors.
- 7. The Authorized Party shall insure that independent/subcontractors, including truck haulers acting on his behalf, are maintaining comparable insurance.
- 8. The insurance required herein shall be maintained during the entire course of the Discharge Authorization. General liability/products and completed operations coverage shall be maintained for a period of 5 years following the Discharge Authorization's termination.
- 9. Any deductibles or other forms of retention set forth in Authorized Party's or independent/subcontractors insurance policies are the responsibility of those entities. All deductibles and self-insured retentions are subject to the approval of the District.
- 10. The insurance policy(s) as required by this Section, shall be endorsed to state that coverage will not be suspended, voided, cancelled, non-renewed, or reduced in coverage or in limits, except after thirty (30) days' (10 days for non-payment of premium) prior written notice. Authorized Party is required to provide notice of any such change to the District immediately upon its receipt of such notice.
- 11. The insurer(s) providing the required insurance shall be licensed in Illinois and shall be rated A-, Class VII or better in the most recent edition of Best's Key Rating Guide. Exceptions to this requirement are at the discretion of the District.
- 12. Prior to being permitted to delivery, the Authorized Party shall furnish unto the District certificates of insurance with a copy of endorsements affecting coverage required by this clause which evidence the required insurance. All certificates of insurance, and the insurance companies providing the coverage required herein, are subject to the approval of the District. The District reserves the right to require complete certified copies of all required insurance policies at any time. Unless otherwise agreed to in writing by the District, if coverage is evidenced by certificates of insurance, the Authorized Party, upon request, shall make available for inspection, original insurance policies or certified copies of the actual insurance policies to be viewed by the District.
- 13. The District shall have no responsibilities whatsoever to an Authorized Party with respect to any insurance coverage, its procurement, or the absence thereof.
- 14. The Authorized Party expressly understands and agrees that any insurance protection furnished by entities as required hereunder shall in no way limit its responsibility to indemnify and save harmless the District under the Provisions of this Agreement.
- 15. The insurer(s) agree to waive all the rights of subrogation (for workers' compensation, employers' liability, general liability, business automobile and environmental impairment liability) against the District, its Commissioners, officers, agents, and employees for losses arising from or in connection with this Agreement.

SECTION G – INSURANCE REQUIREMENTS (CONT.)

- 16. Not less than two weeks before the expiration of any insurance coverage required by the Discharge Authorization, the Authorized Party must provide certificates, or other suitable documentation, which evidence renewal or continuation of the required insurance policies. If renewal of coverage is evidenced by certificates of insurance, the Authorized Party, upon request, shall make available for inspection, original insurance policies or certified copies of the actual insurance policies to be viewed by the District in Authorized Party's office within sixty (60) days of the expiration of coverage. Upon failure to provide such evidence of coverage within the time periods required, the District may direct the Authorized Party to cease all deliveries until the required documents have been provided to the District.
- 17. ALL INSURANCE SUBMITTALS SHALL BE IDENTIFIED BY THE DELIVERY AUTHOR-IZATION NUMBER

SECTION H – CERTIFICATION STATEMENT

I, Authorized Party, acknowledge that I have received and had an opportunity to review this OMDA. I understand I am legally responsible for the delivery of material and for complying with the Resource Recovery Ordinance (RRO), and with all provisions of this OMDA. I understand that I must comply with the terms of the RRO and the OMDA or may be subject to fees and costs including suspension or revocation of this OMDA in accordance with applicable provisions of the RRO and this OMDA. I hereby certify that I will not deliver, or cause to be delivered; any regulated radioactive waste, regulated polychlorinated biphenyls, materials regulated by the Toxic Substances Control Act, or hazardous waste as defined by any federal, state, or local statute or regulation. I certify that I will abide by and be bound by any and all District guidelines, rules, or procedures for the delivery of materials under this OMDA, and further certify that I have informed any individual or entity delivering materials to the District on my behalf under this OMDA of these guidelines, rules or procedures. I understand that the District may refuse to accept deliveries at any time if determined by the District to be necessary to avoid interference with Water Reclamation Plant operations or the District's compliance with legal requirements. I further understand that I may only deliver material that has been granted approval on a Material Acceptance Agreement before any load is delivered to the District. I also agree prior to any delivery, to procure at my own expense, maintain and keep in force during the entire term of the Delivery Authorization such required insurance as specified in Appendix E of this document. I certify under penalty of law that this document and all attachments hereto 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. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations. I understand and accept that the OMDA may be suspended or revoked if any provision of this OMDA is not complied with. I understand and acknowledge that the District may amend this OMDA from time to time and that the OMDA as amended will supersede this OMDA and shall be binding and enforceable against the OMDA Holder.

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Date		Telephone
ubscribed a	ad sworn to before me thi	is day of
		IS Uay 01
	(Notary Seal)	Notary Public
		My commission expires