





**CITY OF DENTON**

**TRANSPORT TRUCK DISCHARGE PERMIT AGREEMENT**

**January 1, 2023 through December 31, 2023**

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_ by and between the City of Denton and \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as "Hauler".

1.

All persons owning or operating a vacuum truck, cesspool pump truck, liquid waste transport truck or other vehicle shall not service any septic tank within City of Denton without first having received a valid transport truck discharge (TTD) permit for that particular calendar year issued by the City of Denton, Texas. Hauler agrees to dispose of its domestic septage in accordance with all State and local laws. If the hauler disposes of domestic septage at Pecan Creek Water Reclamation Plant (PCWRP), hauler shall only dispose of the waste at the location(s) designated by authorized staff at PCWRP. Hauler further agrees, prior to any disposal at PCWRP, to have an approved trip ticket issued by the City of Denton. Permittees must reapply annually, during November and December, to be issued a valid permit for each subsequent year.

2.

Hauler agrees to provide a sample of each load to authorized staff. Discharges which would violate Sec. 26-155 of the City of Denton Code of Ordinances are prohibited from being discharged at any location within the City of Denton's public sewers. All loads discharged at PCWRP must be domestic waste only and been generated within the boundaries of the City of Denton's Certificate of Convenience and Necessity. Any load containing non-domestic waste must be declared as such by the Hauler and receive prior approval by the City for discharge. The City retains the exclusive right to refuse any hauled waste load from being discharged in the event of hydraulic or organic overloading; or during times of plant upset; or any loads that are not compatible with the City of Denton's PCWRP treatment system.

3.

TTD permits are not transferable. If the ownership of the entity or person is changed, the permit becomes void on the date the ownership changes. City of Denton TTD permit decals are not transferable. These permit decals are issued for a specific truck(s) for an entire calendar year. There are no exceptions.

4.

Hauler agrees, based upon the current rates for treatment and disposal, monitoring, sample analysis and enforcement, to pay the City of Denton for the volume of waste disposed. Volume of waste shall be that as determined by vehicle tank size as contained in the records of the City of Denton Industrial Pretreatment Program. Rates are subject to revision as may be approved by the City Council of the City of Denton. Invoices shall be rendered to Hauler on a monthly basis and said invoices shall be due and payable to the City of Denton fifteen (15) days from date of issuance of the invoice. Payment shall be made at City of Denton Customer Service Department, 601 Hickory Street, Denton, Texas 76209. Failure to make payments in accordance with this agreement shall be grounds for immediate termination. The City of Denton reserves the right to deny Hauler the right to dispose septage waste if payment is not made within thirty (30) days, or the Hauler is delinquent in the payment of disposal fees.

5.

Hauler agrees to make a deposit in advance of the first disposal, in an amount of money which will, in the judgment of the Director of the City of Denton Water Utilities Department, be sufficient to ensure the City of prompt payment of invoices. At a minimum, the deposit shall be equal to an estimated one (1) month charge for disposal at PCWRP. After an initial deposit paid by a permitted Hauler, the amount of deposit maybe adjusted to take into account increased volume of septage disposal.

6.

In the event of a spill of septage waste within PCWRP caused by Hauler, Hauler agrees to notify a City employee, and additionally, Hauler agrees to promptly cleanup said spill. If Hauler fails to act, the City of Denton may perform the cleanup and invoice Hauler for all costs incurred as a result. Hauler agrees to pay the City of Denton within fifteen (15) days of the date of the invoice for all such remedial costs as are necessary to fully clean up the spill.

7.

Disposal by Hauler shall only be made at PCWRP Monday through Friday of each week between the hours of 8 a.m. and noon. Disposal will not be accepted on City of Denton holidays. Upon prior notice, exceptions to this schedule may be made by the Director of the City of Denton Water Utilities Department or his duly authorized representative.

8.

As a condition of being granted a permit by the City of Denton, the applicant agrees to carry, at all times, the following types of insurance and the listed minimum amounts of insurance. Applicants must provide proof of the following minimum levels of insurance coverage with their submitted Agreement. Satisfactory proof may include either a current certificate of insurance or a copy of the applicable current policy of insurance. Please initial below all insurance coverages and submit a copy of proof of insurance.

- (1) \_\_\_\_\_ General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Applicant. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.
  - a) Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
  - b) Coverage B shall include personal injury.
  - c) Coverage C, medical payments, is not required.
  - d) Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.
  
- (2) \_\_\_\_\_ Automobile Liability Insurance: Applicant shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this Permit.
  
- (3) \_\_\_\_\_ Where the exposure exists liability insurance coverage shall be provided, in an amount not less than \$1,000,000, for environmental damage and restoration as required under Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations promulgated by the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).
  
- (4) Applicant shall name the City of Denton as an Additional Insured on all liability insurance policies required under this permit.

9.

Hauler designates \_\_\_\_\_ as his duly authorized representative. Such representative may be changed only in writing signed by Hauler. Hauler's address for invoice is \_\_\_\_\_, and its telephone number is \_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_

Hauler