



**CITY OF WASHINGTON, ILLINOIS**  
**City Council Agenda Communication**

**Meeting Date:** 6/15/2020

**Prepared By:** Brian Rittenhouse-Utilities Superintendent  
Kevin Schone-Public Works Director

**Agenda Item:** Wastewater Treatment-Sludge Disposal

**Explanation:** The Wastewater Treatment Plant produces approximately 900 tons of sludge each year that needs to be disposed of. The City has been using PDC for the past 2 years for disposal of this sludge. Staff has sought quotes from PDC and Waste Management, the only two landfills in the area, with the results of these efforts shown below.

PDC- \$33.00 per ton

Waste Management- \$41.00 per ton

As you can see PDC is the low quote at \$33.00 per ton. This will increase to \$34.00 in February of 2021.

**Fiscal Impact:** \$33.00 per ton, May 2020 through February 2021, \$34.00 per ton February 2021 through April 2021, not to exceed \$30,000.00. This is a planned expenditure captured in Acct# 501-00-590-2500.

**Recommendation/Committee Discussion Summary:** The PDC landfill has been used for sludge disposal since 2018 due to favorable pricing. Staff recommends approval of PDC for sludge disposal in the FY 20/21.

**Action Requested:** Approval for PDC in a not to exceed amount of \$30,000.00.



Waste Management  
Midwest Technical Service Center  
W132 N10487 Grant Drive  
Germantown, WI 53022  
Phone: (800) WMDisposal  
Fax: (866) 800-2591

June 3, 2020

Wastewater Treatment Supervisor  
City of Washington  
301 Walnut Street  
Washington Illinois 61571

brittenhouse@ci.washington.il.us

RE: WWTP Sludge

Dear Brian Rittenhouse,

The following proposal is submitted for disposal of approximately 300 Tons of waste water sludge from Washington, IL. The facility specified for this project is Peoria City County Landfill.

SERVICE	DESCRIPTION	RATE
Disposal	Wastewater treatment sludge	\$41.00 / ton 1.0 Ton Minimum
Profile	*Pending profile approval	
Fuel&Envir	WAIVED	
RCR	RCR Fee - WAIVED	

This proposal is good for sixty (60) days. These prices are subject to final confirmation via the WMI approval and contracting process initiated by submission of sample/analysis and proper paperwork.

Quoted prices are based on achieving estimated volumes.

Thank you very much for the opportunity to quote on this project. If you have any questions or comments, please do not hesitate to contact me at 309-840-3417.

Sincerely,

Brian Rogers  
Industrial Account Manager



# Indian Creek Landfill

www.pdcarea.com

SERVICE CONTRACT	
CUSTOMER NUMBER	EFFECTIVE DATE
19-848	1.1.19

## Price Change

BILLING NAME <b>City of Washington</b>			SERVICE NAME & WASTE DESCRIPTION-LOCATION <b>City of Washington Wastewater Treatment Plant</b>		
BILLING ADDRESS <b>301 Walnut</b>			SERVICE ADDRESS <b>955 Ernest Street</b>		
CITY <b>Washington</b>	STATE <b>IL</b>	ZIP CODE <b>61571</b>	CITY <b>Washington</b>	STATE <b>IL</b>	ZIP CODE <b>61571</b>
BILLING CONTACT (FIRST, LAST NAME) <b>Jeanette Gavick</b>		TECHNICAL PHONE <b>309.444.3196</b>	SERVICE CONTACT (FIRST, LAST NAME) <b>Brian Rittenhouse</b>		SERVICE PHONE <b>309.745.9613</b>
E-MAIL ADDRESS - BILLING CONTACT <a href="mailto:brittenhouse@ci.washington.il.us">brittenhouse@ci.washington.il.us</a>		TECHNICAL FAX	FEIN# / SS # DRIVERS LICENSE #		SERVICE FAX

TRANSPORTER INFORMATION	
TRANSPORTER NAME <b>City of Washington</b>	CITY/STATE/ZIP CODE/PHONE NUMBER <b>301 Walnut; Washington, IL 61571 - Phone: 309-745-3503</b>

PAYMENT METHOD				
BILLED TO ACCT # / PO # / OPEN ACCOUNT <b>Open</b>	ADVANCE PAYMENT? (YES/NO)	PMT TYPE (CHECK, CC, CASH, OTHER)	ADVANCED PAYMENT AMOUNT	BROKER ACCT?

EQUIPMENT / SERVICE SPECIFICATIONS			
SERVICE TYPE <b>Landfill</b>	MATERIAL DESCRIPTION (ROOFING, REFUSE, ETC)	<b>NSW - WWT Sludge</b>	
PERMIT DATE EXPIRATION	MATERIAL TYPE	<b>N (Non-Special Waste)</b>	
QUANTITY	DISPOSAL SITE	<b>Indian Creek LF</b>	
SIZE(S)	TEMPORARY (Y OR N)	<b>NO</b>	
FREQUENCY/ROUTING	SALESPERSON ID	<b>Vicky Sturgeon-9665</b>	
TYPE OF INVOICING (PDF?) <b>EMAIL PDF</b>	PROJECT TYPE	<b>STANDARD</b>	

SCHEDULE OF CHARGES			
COUNTY GENERATING WASTE MATERIAL			<b>TAZEWELL</b>
BOX DELIVERY CHARGE	D - BOX DELIVERY	LD-BY LOAD	<b>\$0.00</b>
DISPOSAL CHARGE	DS - DISPOSAL	TN-BY TON	<b>\$32.00</b>
WEEKDAY TRANSPORTATION CHARGE	PR TW- TRANS WEEKDAY	LD-BY LOAD	<b>\$0.00</b>
SATURDAY TRANSPORTATION CHARGE	PR TS - TRANS SAT	LD-BY LOAD	<b>\$0.00</b>
SUNDAY/HOLIDAY TRANSPORTATION CHARGE	PR TU - TRANS SUN/HD	LD-BY LOAD	<b>\$0.00</b>
EQUIPMENT RENTAL CONTAINER	RO - EQ RENTAL	MO-BY THE MONTH	<b>\$0.00</b>
EQUIPMENT RENTAL COMPACTOR	RC or RR - EQ RENTAL	MO-BY THE MONTH (Soft Pak)	<b>\$0.00</b>
APPLICABLE HOURLY RATE	TI ME - CHARGE TIME	HR-BY HOUR	<b>\$90.00</b>
WASTE STREAM PERMITTING FEE	PR EF - PERMIT FEE		<b>N/A</b>

BUNDLED P <sup>er</sup> M <sup>in</sup> UTE		BP-BUNDLED	<b>NO</b>
OVERAGE CAPRATE		PER TON RATE OVER	<b>\$0.00</b>
FUEL SURCHARGE		FUEL ADJ.	<b>NO</b>
ENVIRONMENTAL REGULATORY FEE			<b>YES</b>
LINER FEE	LN RO or LN DT	ROLL OFF / DUMP TRAILER	<b>\$0.00</b>
BACKFILL FEE (LANDFILL ONLY)	LF BF	TN - BY THE TON	<b>\$0.00</b>
MINIMUM DISPOSAL VALUE CHARGE			

**SPECIAL INSTRUCTIONS (LOCATION, DELIVERY DATE, OVERHEAD WIRES, ETC...)**  
 NSW - Wastewater treatment sludge has been approved. Effective 1.1.19 - new disposal rates from \$40.00 per ton to \$32.00 per ton with one-year contract. Price guaranteed for 12 months. One year extension contract term extension option; with a \$33.00 per ton increase in 2020. Thank you.

## TRANSPORTATION DIRECTIONS

NOT to accompany each load

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE SECOND PAGE OF THIS AGREEMENT, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

CONTRACTOR

CUSTOMER

Vicky Sturgeon-9665  
 SALES REPRESENTATIVE  
 SIGNATURE  
 #010305  
 DATE 1/9/19

City of Washington  
 PRINT OR TYPE NAME  
 SIGNATURE  
 Wastewater Treatment Supervisor  
 TITLE  
 DATE 1/15/19



# City of Washington

## COLLECTION SERVICE AGREEMENT

### TERMS AND CONDITIONS

**SERVICES:** Contractor agrees to furnish the Waste collection, disposal and recycling services and equipment specified herein. Contractor shall collect and dispose of all Waste and Recyclables tendered by Customer in conformance with this Service Agreement. Contractor shall have the right to reject any loads of Waste excluded by landfill acceptance criteria or by applicable federal, state, or local laws or regulations, and Customer agrees to pay all reasonable expenses incurred by Contractor in handling any such rejected Waste. Contractor shall acquire title to the Waste when it is loaded into Contractor's trucks. Title to and liability for any Waste rejected by Contractor shall remain with Customer. Customer agrees to abide by the terms and conditions of this Service Agreement. Customer shall solely and exclusively use Contractor's equipment and service for the collection and disposal of all its Waste and Recyclables. Waste shall mean garbage, general household and commercial waste, non-special waste, and construction or demolition debris. For the purposes of this Service Agreement, Waste specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, ignitable, flammable, corrosive, reactive, explosive, biomedical, infectious, biohazardous, regulated medical waste, or hazardous waste, toxic substance, asbestos containing wastes, or treated/decharacterized wastes (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with the Customer at all times. Recyclables shall mean materials that are separated from Waste for the purpose of recycling. Contractor shall not be obligated to collect source separated material which has been contaminated by trash or other recyclable materials, other than the intended use of the container. In the event of contamination, Contractor may choose to: (a) collect and dispose of the contaminated materials, (b) collect and dispose of the Recyclables leaving the contamination, (c) discontinue service entirely until Customer has removed the contamination, or (d) place the contaminated materials in the Customer's garbage container. In any case Customer shall pay the Contractor's reasonable and customary charges for additional service over and above the regular charges.

**TERM:** This service agreement shall have an initial term of ~~66 months~~ (Unless noted and initiated otherwise by both parties in the box below) commencing on the effective date, and shall automatically renew for the term thereafter unless either party notifies the other by certified mail, at least sixty days prior to the expiration of the then current term, of its desire to terminate this service agreement.

NOTE: ONE-YEAR TERM WITH ONE YEAR EXTENSION OPTION. OK-LAS

**PRICE ADJUSTMENTS:** Prices may be adjusted by Contractor based upon increases in fuel costs, disposal and/or material recovery facility costs, or taxes or fees imposed on collections, containers, or vehicles. Prices may also be adjusted from time to time based on percentage changes in the Consumer Price Index for All Urban Consumers, 1982-84=100, U.S. City average, all items component, published by the Bureau of Labor Statistics of the U.S. Department of Labor. Price adjustments in excess of those provided above shall be subject to Customer's approval upon fifteen (15) days notice prior to the effective date of the adjustment. Consent shall be evidenced by the practices and actions of the parties. Extra charge or extra pickup rates for recycling, refuse or other services may increase at any time without notification to Customer.

**EQUIPMENT:** Customer shall have custody and control of Contractor's equipment located at its premises, and Customer accepts responsibility for the equipment and the contents except when it is physically handled by Contractor's employees. Contractor shall maintain the equipment in safe and good working condition, including normal wear and tear, but not in the case of casualty or in excess of normal wear and tear. Customer shall provide adequate electrical service for equipment requiring electricity, which shall be installed in accordance with local standards.

**DAMAGE TO PROPERTY:** Customer agrees that its pavements and roadways are to be used by Contractor's trucks and Customer does hereby waive any claim or cause of action it may have against Contractor for damages that may occur to its pavements, roadways, underground utility services, wells, septic systems or sanitary sewers resulting from the weight of Contractor's trucks. Contractor is responsible for damage other than noted above that is caused by Contractor's negligence while collecting such waste.

**CUSTOMER RESPONSIBILITY:** Customer shall provide reasonable access to the specified pick-up location and to the equipment placed at the Customer's premises. Customer shall not overload containers by weight or volume. Customer shall pay Contractor for extra trips or waiting time caused by such overloading. Customer is to provide a clean and safe working area for Contractor's employees to work in. Customer is responsible for paying Contractor for any fines or citations due to overweight or overloaded equipment. Customer is responsible for unloading overloaded/overweight containers. Overweight containers shall include but not be limited to containers exceeding 50 pounds if manually dumped or exceeding the equipment's rated lifting capacity if mechanically dumped.

**EXCUSE OF PERFORMANCE:** Contractor shall not be liable for its failure to perform the services specified herein due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, fire, changes in applicable law or acts of God. Customer is not responsible to continue service in the event of closure as a result of strikes, riots, fire, acts of God or other contingencies beyond its reasonable control.

**PAYMENT:** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Contractor in accordance with the charges on the reverse side hereof, as adjusted by Contractor hereunder, within thirty (30) days of the date of Contractor's invoice. Interest will be charged on all accounts not paid when due at a rate of two percent per month, or, if less, the maximum rate allowed by law. In the event Customer fails to pay Contractor all amounts which become due under this Service Agreement or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney or collection agency, Customer agrees to pay, in addition to the amounts due, any and all costs incurred by Contractor as a result of such action, including reasonable attorney's fees. Contractor has the right to charge a return check fee or a fee to restart Customer if shut off for poor pay history.

**CHANGES:** Changes in the price, the type, the size and amount of equipment and the frequency of service may be agreed to orally or in writing by the parties without affecting the validity of this Service Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. This Service Agreement shall continue in effect for the term described and shall apply to changes of service location of Customer within Contractor's service area. If Customer adds an equipment enclosure, Contractor has the right to increase charges to compensate for extra time involved.

**INDEMNIFICATION:** Customer agrees to indemnify and hold harmless Contractor from and against any and all liabilities, penalties, fines, claims, suits and expenses, including reasonable attorney's fees, which Contractor may incur or pay out arising out of Customer's breach of any obligation under this Service Agreement or any negligent act or omission of Contractor. Contractor agrees to indemnify and hold harmless Customer from and against any and all liabilities, penalties, fines, claims, suits and expenses, including reasonable attorney's fees, which Customer may incur or pay arising out of any negligent act or omission of Contractor.

**ASSIGNMENT:** This Service Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. If the business of Customer is sold, Customer shall use reasonable efforts to cause the purchaser of the business to assume the obligations of Customer under this Service Agreement. Customer shall give Contractor fifteen (15) days prior written notice of the sale of Customer's business. In the event of a merger of Customer, this Service Agreement is assumed by the new company as a matter of law.

**RIGHT OF FIRST REFUSAL:** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Service Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

**FAILURE TO PERFORM:** In the event Customer terminates this Service Agreement prior to the expiration of its term, or Contractor terminates this Service Agreement for non-payment, Customer agrees to pay Contractor as liquidated damages a sum equal to the total of Customer's monthly charge for the most recent six months or, if Customer has not been serviced for six months, Customer's most recent monthly charge multiplied by six. Customer acknowledges that the actual damage to Contractor in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Contractor resulting from such termination and is an agreed upon fee and is not imposed as a penalty. If Customer no longer requires service through discontinuance of its business, or relocation outside of Customer's service area, Customer can cancel this Service Agreement without additional penalty.

CONTRACTOR

*Dicky Sturgeon*  
(SIGNATURE)  
*Senior Acc Mgr*

(DATE)

CUSTOMER

City of Washington

#010305, pg. 2

(AUTHORIZED SIGNATURE)

*Wastewater Treatment Supervisor*  
(TITLE)

(DATE)

**From:** Vicky Sturgeon <VSturgeon@pdcarearea.com>

**Sent:** Tuesday, December 18, 2018 8:36 AM

**To:** Brian Rittenhouse <brittenhouse@ci.washington.il.us>

**Subject:** RE: NSW Annual Recertification - City of Washington Wastewater treatment plant

Good Morning, Brian:

Thank you for returning the signed renewal certificate. I did talk to my VP of Sales regarding your concerns of the volume and cost. We would be able to help out with the costs after reviewing the tonnage at the following effective January 1, 2019:

\$32.00 per ton with a three –year contract with an annual increase of \$1.00 per ton after 12-months each subsequent year.

\$36.00 per ton no contract.

Please confirm what option you would like to go with and I will take care of this effective January 1, 2019. Thank you.

Best Wishes,

***Vicky***

**Vicky A. Sturgeon**

Senior Account Manager {Commercial | Industrial | Construction | Recycling Sales}

PDC Services, Inc. | Area Disposal Service, Inc. | Area Recycling, Inc.

Direct 309.681.3371 | Mobile 309.696.1380 | Fax | 309.688.9611

Email [vsturgeon@pdcarearea.com](mailto:vsturgeon@pdcarearea.com)

Web [www.pdcarea.com](http://www.pdcarea.com)

Office Hours: 8:00 am – 5:00 pm