

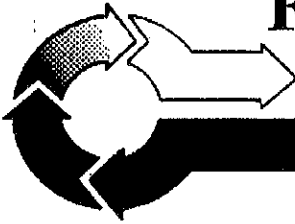
Franklin County Solid Waste Management District

Annual Sludge Hauling Contract

This is an annual contract for the disposal of the Town's sewer sludge. DPW has reviewed and recommends.

Please take a vote.

REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



# Franklin County Solid Waste Management District

50 Miles Street, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

## MEMORANDUM

To: Sludge Contract Towns  
From: Jan Ameen, Executive Director  
Date: May 28, 2015  
RE: FY16 MOUs

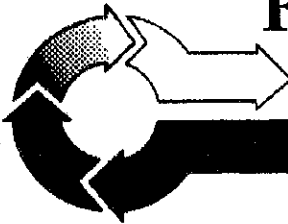
Please find enclosed two copies of the FY16 MOU for sludge hauling and disposal. Attachment A of the MOU lists the pricing for FY16.

The District has decided to maintain the current administrative fee percentage charge for FY16.

If you have any questions, please contact me at 772-2438 or at fcswmd@crocker.com.

Please sign and return **both** copies. One copy will be returned for your files.

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MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT  
AND  
THE TOWN OF HADLEY  
REGARDING HAULING & DISPOSAL OF SLUDGE

This Memorandum of Understanding (MOU), is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District", and the Town of Hadley, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESS THAT:

WHEREAS, the District issued an Invitation for Bids for hauling and disposal of sludge from municipal treatment plants, and

WHEREAS, the District awarded a contract to Wall Trucking, Inc. for hauling and disposal of sludge from the Hadley Treatment Plant, and

WHEREAS, the District is making this contract available to the Town,

THEREFORE, the District and the Town agree to the following terms and conditions regarding said contract:

1. The District shall provide administration of the contract on behalf of the Town. The District shall receive all bills from Wall Trucking, Inc. for services provided by them for the Hadley Treatment Plant. The District will review bills for each facility for accuracy.
2. The contract with Wall Trucking, Inc. includes a fuel adjustment clause which allows for a fuel credit or a fuel surcharge depending on the US DOE retail diesel price for New England.
3. The District shall, within five (5) days of receipt of Wall Trucking's bills, remit to the Town an invoice for the share of the hauling and disposal costs incurred by the facility. The District's invoice will include an administrative fee equal to 4% of the total invoice from the contractor, excluding any fuel surcharges. The Town shall pay an annual user fee to the District. Attachment A lists the Town's costs.
4. Bills from Wall Trucking may include a \$75 per hour demurrage charge if it takes in excess of 45 minutes to load Wall's truck. The charge will be pro-rated per minute. The demurrage charge will not be assessed in situations that are due to equipment failure, an emergency or other unusual circumstance. The District will not charge an administrative fee on any demurrage charges.
5. The facility has the right to submit a bill to the District for overtime costs associated with loading Wall's truck when the contractor is delayed beyond normal operating hours. The overtime charges will not be assessed in situations due to extreme weather, vehicle failure, or other unusual circumstance.

6. The Town will remit payment to the District for all charges invoiced by the District within thirty (30) days of receipt of the District's invoice. In the event that payment from the Town does not reach the District office within thirty (30) days, the District may charge a 1.5% late fee on the next invoice sent to the Town, only if such late fees are assessed by the Contractor.

7. The facility shall contact the hauler directly to arrange for pickups. Contact information will be provided to the manager of the facility.

8. The Town has the right to terminate this Agreement at any time, without cause. The District requires no fewer than sixty (60) days written notice prior to the Town terminating this Agreement. If less than sixty (60) days notice is given, the Town will be financially responsible for the District's lost administrative fees. For example, if written notice is provided on March 1<sup>st</sup> to terminate on April 30<sup>th</sup>, there are no lost administrative fees and no charge to the Town. If written notice is provided on March 1<sup>st</sup> to terminate on March 31<sup>st</sup>, the Town will be responsible to pay the District for lost administrative fees for one month. Lost administrative fees will be calculated using an average administrative fee based upon the previous three months' invoices.

9. The District will remedy any problems regarding the performance of Wall Trucking, Inc. If the facility experiences any problems with the Contractor it must report them to the District. Any questions or problems concerning the sludge hauling contract shall be directed to Jan Ameen, Executive Director, at 413-772-2438.

10. This MOU may be amended by written agreement of both parties.

11. This MOU shall remain in effect beginning July 1, 2015 and ending June 30, 2016.

IN WITNESS WHEREOF, THE TOWN OF HADLEY AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

HADLEY SELECTBOARD

FCSWMD

\_\_\_\_\_  
Selectboard Member

\_\_\_\_\_  
Jonathan Lagreze, Chair

\_\_\_\_\_  
Selectboard Member

\_\_\_\_\_  
Date

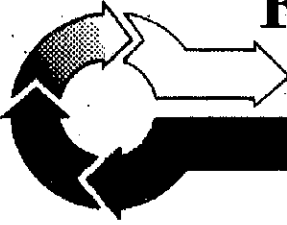
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\_\_\_\_\_  
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REDUCTION  
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## ATTACHMENT A

### SLUDGE HAULING AND DISPOSAL COSTS JULY 1, 2015 – JUNE 30, 2016 HADLEY & HATFIELD

The prices below do not include the District's 4% administrative fee. This amount will be added to the total hauling and disposal invoice, excluding any fuel surcharges.

Fiscal Year	Annual Contract Use Fee
2016	\$500.00

#### Hauler: Wall Trucking

End Disposal Facility	Transportation Cost Per Gallon	Disposal Cost Per Dry Ton	Demurrage Fee
Veolia Cranston	\$0.05349	\$291.00	\$75 per hour

End Disposal Facility	Transportation Cost Per Gallon	Disposal Cost Per Dry Ton if > 2.4% solids*	Demurrage Fee
Upper Blackstone	\$0.04381	\$323.00	\$75 per hour

End Disposal Facility	Transportation Cost Per Gallon	Disposal Cost Per Gallon if < 2.4% solids*	Demurrage Fee
Upper Blackstone	\$0.04381	\$0.07	\$75 per hour

End Disposal Facility	Transportation Cost Per Gallon	Disposal Cost Per Dry Ton	Demurrage Fee
Synagro Woonsocket	\$0.04706	\$365.00	\$75 per hour

End Disposal Facility	Transportation Cost Per 9,000 Gallons	Disposal Cost Per Dry Ton
Montague**	\$285.00	\$310.00

Note: Upper Blackstone's calculation of percent solids is done on a monthly average of all loads delivered to the facility. Specific pricing above applies if the monthly average is greater or lesser than 2.4% solids.

\*\*Loads will be shipped to Montague, MA if and when space is available.

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