

**THE LINDEN ROSELLE SEWERAGE AUTHORITY**

**RESOLUTION # 81-19**

**WHEREAS**, the Linden Roselle Sewerage Authority (“LRSA” or “Authority”) is desirous of executing a five (5) year contract with a vendor for the processing and disposal of its treated sludge and scum that will provide for the recycling or beneficial use or of its sludge and scum; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(s) provides that a contract with a vendor may be negotiated and awarded without bidding and shall be awarded by resolution if the contract consists of the marketing of waste for recycling or beneficial reuse of the waste; and

**WHEREAS**, in accordance with N.J.S.A. 40A:11-5(5), the LRSA sought guidance from the New Jersey Department of Community Affairs’ Division of Local Government Services before issuing a request for proposals to enter into a contract with a vendor for the processing and disposal of its treated sludge and scum; and

**WHEREAS**, on September 20, 2019, the LRSA issued a Request for Proposals for Processing and Disposal of Sludge and Scum for Beneficial Use (the “RFP”); and

**WHEREAS**, the RFP provided that any proposals received in response to the RFP will be evaluated on five criteria including the economic proposal, the financial qualifications of the respondent, the technical approach to be used by the respondent, the beneficial use of the sludge and the economic benefits to the LRSA’s service area; and

**WHEREAS**, on or before the submission due date for the proposals of September 30, 2019, the LRSA received response proposals (the “Proposals”) from three (3) different respondents, with copies of the Proposals annexed hereto as Exhibit A, and

**WHEREAS**, the LRSA evaluated the Proposals and after evaluation requested best and final offers from each of the respondents, copies of which are included in the Proposals set forth in Exhibit A; and

**WHEREAS**, the LRSA's proposal evaluators issued a Memorandum to the Board of Commissioners of the LRSA, which is annexed hereto as Exhibit B, setting forth its recommendation that the Board award a contract to Aries because the Proposal submitted by Aries Clean Energy LLC ("Aries") best met the requirements and criteria of the RFP since the Proposal had the most beneficial use and economic benefit to the ratepayers of the Authority, and when factoring in the economic benefits to the service area of the Authority it had the lowest cost to be incurred by the LRSA and therefore the best value to the LRSA and best use of the LRSA's treated sludge and scum; and

**WHEREAS**, on October 7, 2019, the LRSA held a public hearing for which notice was properly provided and advertised, and at which a presentation on and discussion of the Proposals was held;

**WHEREAS**, after evaluation and negotiation, the Board of the LRSA has decided that it is in the best interests of the LRSA and its rate payers that Aries be awarded a five (5) year contract for the processing and disposal of the LRSA's sludge and scum for beneficial use; and

**WHEREAS**, a draft contract entitled Disposal and the Recycling of Biosolids Agreement (the "Contract") in an amount not to exceed \$9,997,969.82 has been negotiated between the LRSA and Aries and is annexed hereto as Exhibit C; and

**WHEREAS**, the five (5) year Contract is subject to and contingent upon the Chief Finance Officer of the LRSA annually certifying that sufficient funds are appropriated in Account No. 01-215-6660 (Sludge Barging) in each future annual Authority Budget commencing in fiscal year 2021.

**WHEREAS**, the Contract has been reviewed by the LRSA's Executive Director, Superintendent, Consulting Engineer, Purchasing Manager and Legal Counsel and will properly obligate Aries to process and dispose of LRSA's sludge and scum.

**NOW, THEREFORE, BE IT RESOLVED**, the LRSA is to award a five (5) year contract to Aries for the processing and disposal of its sludge and scum for beneficial use, and the Contract is hereby approved substantially in the form attached hereto as Exhibit C, and the Chairman and Secretary are authorized to execute the same; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that Aries and the LRSA are to comply with all Federal State laws regarding contracts including regulations set forth by the New Jersey Office of the State Comptroller ("OSC"), including notifying the OSC that the LRSA has entered into this Contract with Aries.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on October 7, 2019.

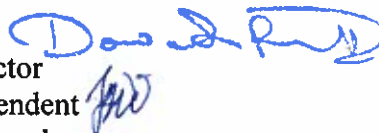
  
Derek Armstead, Secretary

**EXHIBIT B**  
**RECOMMENDATION MEMORANDUM**

# LRSA Memorandum

**To:** Board Members

**From:** David G. Brown II, Executive Director  
Jeffrey A. Williams, Plant Superintendent  
Sean McGowan, Esq., General Counsel



**Subject:** Recommendation for Contract Award to Process and Dispose of Sludge and Scum for Beneficial Use

**Date:** October 4, 2019

The Authority submitted a letter dated August 7, 2019 seeking permission for the Authority to use N.J.S.A. 40A:11-5(5) "Exceptions for the marketing of recyclable materials recovered through a recycling program" to the Division of Local Government Services (DLGS) to procure a contract for the processing and disposal of sludge and scum for beneficial use. On September 19, 2019, the Authority received a letter from the DLGS granting permission under N.J.S.A. 40A:11-5(5) with the following conditions:

1. Advertise for ten (10) days and receive proposals from interested companies; and
2. Hold a public hearing to allow for comments on the Authority's intent to award.

Request for Proposals for Processing and Disposal of Sludge and Scum for Beneficial Use for a five (5) year period was advertised on September 20, 2019. Proposals were publicly opened and read aloud on September 30, 2019 at 10 a.m.

The following three (3) submissions were received:

Proposer	5-year Contract Price
Aries	\$9,997,969.82
Russell Reid	\$6,207,433.70
Spectraserv	\$4,031,000.00

The Executive Director, Plant Superintendent and General Counsel formed the Evaluation Committee and submitted the following scores:

Criteria	Max Weight	Aries	Russell Reid	Spectraserv
Economic Proposal	30%	15%	20%	25%
Financial Qualifications	20%	15%	20%	20%
Technical Approach	15%	10%	15%	15%
Beneficial Use	15%	15%	10%	10%
Area Economic Benefit	20%	20%	0%	0%
<b>Total Score</b>	<b>100%</b>	<b>75%</b>	<b>65%</b>	<b>70%</b>

The bid submission of Aries, although the highest in cost, had the most in beneficial use and area economic benefit to the ratepayers of the Authority. Although there will be a \$1,000,000.00 cost to the Authority to mothball or decommission the digesters which will no longer be needed for processing sludge, the lease payments (\$684,895.00), O&M reduction (\$3,250,000.00), wastewater revenue (\$879,612.00) and the service area economic benefit (\$2,177,500.00) bring their overall cost to the Authority over the five (5) years to \$4,005,962.00, which is the best value to the Authority.

Therefore, it is our recommendation that the Board authorize the award of a contract to Aries Linden, LLC for Processing and Disposal of Sludge and Scum for Beneficial Use at a price of \$784.00 a dry ton, escalating at 1% per year for a not to exceed amount of \$9,997,969.82 for a five (5) year period. Adequate funds will be appropriated in the Authority's 2021 budget in Account No. 01-215-6660 (Sludge Disposal).

**EXHIBIT C**  
**DISPOSAL AND THE RECYCLING OF BIOSOLIDS AGREEMENT**

**LINDEN ROSELLE SEWERAGE AUTHORITY  
DISPOSAL AND THE RECYCLING OF BIOSOLIDS AGREEMENT**

**AGREEMENT**

**THIS AGREEMENT** (the "Agreement" or "Contract") made as of the \_\_\_th day of October in the year 2019 by and

between Linden Roselle Sewerage Authority, 5005 South Wood Avenue, Linden N.J. 07036 acting through its Chairman hereinafter called the "AUTHORITY" and

*Aries Clean Earth and its affiliate Aries Linden, LLC*

with legal address and principal place of business at:

*c/o Aries Clean Energy  
4037 Rural Plains Circle, Suite 290  
Franklin, TN 37064*

hereinafter called CONTRACTOR. AUTHORITY and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK AND REPRESENTATIONS.**

1.1 CONTRACTOR shall perform the provide the services and products (hereinafter, the "Work") as specified or indicated in the referenced negotiated proposal (the "Proposal") dated the 30<sup>th</sup> day of September in the year 2019 and as modified in negotiations between the Authority and the Contractor setting forth an initial price per dry ton of \$784.00 with annual increases of 1%. The Proposal shall become the Contract Documents by reference and attachment in **Exhibit A-1**. For purposes of clarity, the Work described in the Proposal shall become an obligation of the CONTRACTOR and incorporated into this Agreement. The Work is as generally described in the Scope of Work ("SOW").

1.2 The AUTHORITY represents and warrants to the CONTRACTOR that to the best of its knowledge the Biosolids provided to CONTRACTOR shall materially conform to all Federal, State and local regulations for the beneficial use of Biosolids. At the request of the CONTRACTOR and upon mutual agreement, the AUTHORITY shall provide the required regulatory analyses of the Biosolids as required in New Jersey Department of Environmental Protection (NJDEP) regulations and as prescribed in **Exhibit B**, Suitable Biosolids.

1.3 The CONTRACTOR and AUTHORITY agree that title to and ownership of the Biosolids shall remain with the Authority until the Biosolids are transferred to the possession of the CONTRACTOR at the designated point which as described and shown at **Exhibit C**, Biosolids Delivery Point Description.



## **ARTICLE 2. CONTRACT TERM.**

2.1 The work to be performed under this Contract shall begin on **January 1, 2021** and shall terminate upon end of defined contract period of five (5) years in accordance with N.J.S.A. 40A:11-15(3). Total Contract award period is not to exceed a five-year term. In accordance with N.J.A.C. 5:30-5-5(e), the Contract is subject to the availability and appropriation of sufficient funds in the fiscal year in which this Agreement takes effect and the availability and appropriation of sufficient funds for each fiscal year of this Agreement.

## **ARTICLE 3. CONTRACT PRICE.**

3.1 AUTHORITY will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the proposed price agreed upon in the CONTRACTOR's Proposal attached to this Agreement as **Exhibit A-2**.

## **ARTICLE 4. APPLICATIONS FOR PAYMENT**

4.1 The CONTRACTOR shall deliver an invoice or invoices for material handled and the Authority will make payment to the Contractor upon verification thereof, as authorized at the regular monthly board meeting of said Authority.

## **ARTICLE 5. ASSURANCE**

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

5.2 CONTRACTOR has made or caused to be made examinations, investigations, and tests and studies of such reports and related data as he/she deems necessary for the furnishing of the Services at the Contract Prices and in accordance with the terms and conditions of Contract Documents; and no additional examination, investigations, tests, reports or similar data are or will be required by the Contractor for such purposes.

5.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

5.4 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5.5 CONTRACTOR represents and warrants that it is a limited liability company, validly existing and in good standing under the laws of the State of New Jersey and has the power and authority to enter into the Agreement and provide the Work contemplated hereby, and the person executing this Agreement on its behalf has the power and authority to bind it.

## **ARTICLE 6. CONTRACT DOCUMENTS.**

6.1 The Contract Documents including but not limited to the following which comprise the Contract between AUTHORITY and CONTRACTOR form the contract and they are as fully a part of the Contract as if hereto attached or herein repeated:

6.1.1 Negotiated Proposal.

6.1.2 Attachments.

6.1.3 Exhibits.

6.1.4 This Agreement.

6.1.5 Performance Bond, Labor and Material Payment Bond, and other required Bonds.

6.1.6 Certificate of Insurance.

6.1.7 Any modification, duly delivered after execution of Agreement.

## **ARTICLE 7. MISCELLANEOUS**

7.1 Terms used in this Agreement which are defined in Proposal/Contract Documents shall have the meanings assigned in the Conditions of the Contract.

7.2 Neither AUTHORITY nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of AUTHORITY. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

7.3 AUTHORITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 The Contract Documents constitute the entire agreement between AUTHORITY and CONTRACTOR and may only be altered, amended or repealed as stipulated in the Contract Documents.

7.5 No waiver by either party of any failure or refusal of the other party to comply with any of its obligations shall be deemed a waiver of any other or subsequent failure or refusal so

to comply.

7.6 The headings of the various Articles of this Agreement have been inserted only for the purpose of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.

7.7 This Contract may not be changed, modified or terminated except by an instrument executed by the parties hereto.

7.8 All modifications necessary to the AUTHORITY'S facilities in order to convey the sludge and scum to the Contractor's facilities shall be reviewed and approved by the AUTHORITY and the AUTHORITY'S Consulting Engineer.

## **ARTICLE 8. CONFLICTING INFORMATION**

8.1 In the event that any provisions in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are the following:

1. Proposal/Contract Documents
2. Agreements
3. Attachments
4. Exhibits

## **ARTICLE 9. COMPLIANCE**

9.1 The CONTRACTOR may not assign this Agreement without the prior written consent of the Authority.

9.2 The CONTRACTOR shall comply with all local, state and federal laws and regulations applicable to the services to be performed under this Agreement, including the Affirmative Action Regulations attached as **Exhibit A**.

9.3 The CONTRACTOR shall defend, indemnify and hold harmless the Authority for any damages the Authority incurs as a result of performance/non-performance of Contract Services or failure to comply with applicable regulations.

9.4 The CONTRACTOR shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of the final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. N.J.A.C. 17:44-2.2.

9.5 The AUTHORITY shall comply with all rules and requirements of the New Jersey Office of the State Comptroller regarding post-award notification of this Agreement.

9.6 In accordance with N.J.A.C. 5:30-5-5(e), the obligations of the AUTHORITY pursuant to this Agreement are subject to the availability and appropriation of sufficient funds in the fiscal year in which this Agreement takes effect and the availability and appropriation of sufficient funds for each fiscal year of this Agreement.

9.7 CONTRACTOR acknowledges that some of the services provided under this Agreement may require the use of Union labor at prevailing wages. CONTRACTOR agrees to use Union labor and pay prevailing wages when the laws of the State of New Jersey require.

9.8 The forms and information completed by CONTRACTOR and included in this Agreement as **Exhibit D** are true, accurate and complete, and the information included therein is incorporated into this Agreement.

## **ARTICLE 10 INDEMNIFICATION AND INSURANCE**

10.1 The CONTRACTOR shall indemnify, defend and hold harmless the AUTHORITY against any loss, liability, claims or demands for personal injury, including death, and/or property damage arising out of or resulting from the performance of this Contract. The CONTRACTOR shall further indemnify, defend and hold harmless the Authority and its officers, employees and agents for any and all loss, liability damage, claims or demands of the CONTRACTOR'S employees, agents and servants while in the course of performing the Contract. The CONTRACTOR shall further indemnify, defend and hold harmless the Authority for any actions or claims made against the Authority related to this Agreement or the Work that CONTRACTOR will provide to the AUTHORITY pursuant to this Agreement.

10.2 The CONTRACTOR covenants and agrees that prior to accepting and beneficially using the Authority's Biosolids, CONTRACTOR will obtain, carry and maintain, at the sole cost and expense, a commercial general liability insurance policy and an environmental liability policy (insuring against pollution exclusions in the general liability policy) covering their recycling activities and use thereof, against claims for personal injury, bodily death, and property damage occurring in, on or about its facilities.

10.2.1 CONTRACTOR shall provide the Authority with certificate(s) of insurance for the general and environmental liability for personal injury, bodily injury, death, and property damage for a period commencing with and throughout the term of this agreement.

10.2.2 Said insurances policies must provide minimum coverage limits of not less than two million (\$2,000,000.00) dollars in respect of personal injury, bodily injury, or death to any number of persons arising out of any one occurrence and such insurance against property damage to afford protection to the limit of not less than five hundred (\$500.00) dollars in respect of any incident of property damage.

10.2.3 The AUTHORITY shall be named an additional insured on each policy.

10.2.4 The policies required hereunder shall contain a 30-day notice of all cancellation or non-renewal provision and the AUTHORITY shall receive notice of any such cancellation or non-renewal. Contractor shall immediately provide replacement insurance coverage in accordance herewith in the event of any such cancellation or non-renewal.

#### **ARTICLE 11. GOVERNING LAW**

11. This Agreement shall be governed by and construed enforced in accordance with the laws of the State of New Jersey. Any and all disputes under this agreement shall be in the venue of the Superior Court of the New Jersey in Union County.

[signature page to follow]

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**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement in triplicate. One copy each has been delivered to AUTHORITY and one copy to CONTRACTOR. All portions of the Contract Documents have been signed or identified by AUTHORITY and CONTRACTOR.

This Agreement shall become effective on October , 2019

**AUTHORITY:**  
Linden Roselle Sewerage Authority

**CONTRACTOR:**  
Aries Linden, LLC

\_\_\_\_\_  
BY: Ralph Strano, Chairman

\_\_\_\_\_  
BY: Gregory L. Bafalis, CEO

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest:

Attest:

\_\_\_\_\_  
Secretary

Address for giving notices

Linden Roselle Sewerage Authority  
5005 South Wood Avenue  
Linden, N.J. 07036  
Attn: David G. Brown II, Executive Director

Address for giving notices:

*Aries Linden LLC  
c/o Aries Clean Energy  
4037 Rural Plains Circle, Suite 290  
Franklin, TN 37064  
Attn: Gregory L. Bafalis, CEO*

Note: If CONTRACTOR is a corporation, an affidavit or resolution giving the principal the right to sign the Agreement must accompany the executed Agreement.

**EXHIBIT A**

**AFFIRMATIVE ACTION  
REGULATIONS**

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**EXHIBIT A-1**

**CONTRACTOR'S  
PROPOSAL**

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## EXHIBIT A-2

### PRICING TERMS AND CONDITIONS

1. **Tipping Fee Rate:** \$784.00 per dry ton. Quantity of "Suitable Waste Water" shall be metered utilizing a permanently installed flow meter, type, manufacturer, model and materials of construction to be agreed upon by the AUTHORITY and CONTRACTOR. Flow Meter shall be installed in accordance with manufacturers recommendations and calibrated annually (or at any indication of malfunction) by the flow meter manufacturer. Calibration reports shall be provided to the AUTHORITY.
2. **Annual Escalator:** Upon each annual anniversary of the Commercial Term Date, the Tipping Fee rate shall be increased by one percent (1%).
3. **Payment Terms:** Aries Linden shall invoice LRSA no later than the end of each month subsequent to the month subject to the invoice. LRSA shall remit payment to Aries Linden net thirty (30) days from receipt of invoice. LRSA shall indicate any inaccuracies included in the invoice within fifteen (15) days after receipt of such invoice.
4. **Late Payments:** Any payments which are not made by the date they are due will be subject to the terms and conditions of P.L. 2018, c.127, which established a prompt payment requirement applicable to goods and services contracts awarded under the NJ Local Public Contracts Law on or after February 1, 2019.

## **EXHIBIT B**

### **SUITABLE BIOSOLIDS**

As used in this Agreement, "**Suitable Waste Water**" shall mean waste water that complies with all of the requirements of this Exhibit B, as measured by Aries Linden at the Delivery Point.

1. **Requirements:** Suitable Waste Water shall:
  - 1.1 Have a total solids content no greater than six percent (6%) with no more than thirty thousand (30,000) gallons per week at less than three percent (3%); and
  - 1.2 Not contain any trucked septage or fats, oil, and grease that did not first get pretreated through a waste water treatment plant; and
  - 1.3 Meet the New Jersey Department of Environmental Protection (NJDEP) requirements for materials accepted at the Facility under the applicable permits.
  
2. **Exclusion for Hazardous Materials:** Suitable Waste Water specifically excludes any and all Hazardous Materials.
  - 2.1 As used in this Agreement, "**Hazardous Materials**" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law and any solid, liquid or gas that is defined by Environmental Law as toxic, or as a hazardous substance, hazardous material, hazardous waste, pollutant, contaminant, waste, including, without limitation, any petroleum product or waste, or fraction thereof.
  - 2.2 "**Environmental Law**" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term "Environmental Law" shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses, and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA"); (iii) the Hazardous

Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 951 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.); (xvi) the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11, et seq.); (xvii) the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1, et seq.); and (xviii) the Solid Waste Management Act (N.J.S.A. 13:E-1, et seq.)

2.3 Without limiting the generality of Section 3.1 of this Agreement, the term "**Hazardous Materials**" shall mean and include:

2.3.1 "Hazardous Substance(s)" as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste;

2.3.2 "Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

2.3.3 "Materials" as defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder;

2.3.4 "Chemical Substance or Mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder; and

2.3.5 A solid waste which exhibits the characteristic of toxicity under 40 CFR 261.24.

**EXHIBIT C**

**BIOSOLIDS  
DELIVERY POINT  
DESCRIPTION**

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**EXHIBIT D**

**REQUIRED FORMS  
AND  
INFORMATION  
PROVIDED BY  
CONTRACTOR**

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