

A7. Attach the following documents for **each truck**:

1. Photos of side and rear of truck (Identifiers such as company name, gallons, county ID number, and license plate should be visible). Photos may be submitted electronically. Additionally, if the hauler does not have the means to photograph the trucks and send them in, arrangements may be made with Environmental Compliance staff to photograph each truck prior to their next discharge.
2. Copy of vehicle registration.
3. Proof of capacity, such a weights and measures document, original bill of sale, photo of permanent (metal) capacity placard.
4. Proof of insurance. All haulers discharging to the City of Tracy discharge station must have commercial general liability, automobile liability, workers' compensation and employer's liability (when applicable), and pollution liability, with the City of Tracy named as "additionally insured", prior to discharge (see Attachment A for details).

A8. Waste Transport Disposal Information

Does this vehicle transport any wastes other than household septic tank wastes?

Yes No

If yes, list the other types of wastes (i.e. chemical wastes, oil and grease, used motor oil, etc.), and from where they originate (i.e., industry, restaurant, gas station, etc.).

NOTE: The City of Tracy does not accept Oil and Grease wastes

Type of Waste Name, Address, & Type of Operation of Non-Domestic Customer

Note: If more than one vehicle is used, include information on all other vehicles on a separate page and attach to this application.

Permit Information

A9. List all permits or authorizations for the disposal of any wastes mentioned above:

| Permit Type & Number | Issuing Agency | Expiration Date |
|----------------------|----------------|-----------------|
|----------------------|----------------|-----------------|



Part B – Basic Permit Requirements/Reminders

B1. Administrative:

- a. **Approved permit application is required with the City before dumping can begin. A \$829 permit application fee (FY2024), and a one-time \$500 deposit will be billed to the applicant by City of Tracy Finance upon approval.** All permit related correspondence, including **original signed permit application**, shall be delivered to:

City of Tracy Utilities
c/o Environmental Compliance
3900 Holly Drive
Tracy, CA 95304

- b. Spills caused by truck drivers will be assessed a minimum of \$25 for City personnel labor costs, for clean-up. Actual clean-up costs calculated using the City's requisition forms.
- c. Trucks are required to carry and use 90-degree elbow fittings while dumping at the P.O.T.W.
- d. Septic waste loads may be discharged on Mondays – Fridays between the hours of 5:00 a.m. and 4:00 p.m.; these hours are subject to change due to staffing or safety.

B2. Hazardous Substances:

It is strictly forbidden to discharge any hazardous/toxic substances to Tracy's Waste Treatment Plant.

It is the responsibility of the Septic Tank Hauler that its wastes are free from dangerous, toxic, hazardous, explosive and infectious substances.

- B3. Septic tank haulers who operate within the City of Tracy must display a current City business license in his vehicle. A City license is not required for haulers working outside City limits, in San Joaquin County.
- B4. Each driver, before discharging, will report to the wastewater treatment plant office and supply all of the information required on a septic waste dischargers report.
- B5. Each driver, before discharging, may be subject to having his waste sampled, visually inspected, and analyzed by a laboratory as required by the Utilities Division staff.
- B6. Each permittee will be required to pay the following rates, based on the capacity of the septic truck tank. The permittee will be billed on a monthly basis, based on information filed on the septic waste dischargers reports. Billing criteria may be subject to change based on annual revenue requirements and without prior notice.
- | | |
|--------------------------------|---|
| July 1, 2024 to June 30, 2025: | \$110.05 per one hundred cubic feet (748 gallons) |
| July 1, 2025 to June 30, 2026: | \$122.15 per one hundred cubic feet (748 gallons) |
| July 1, 2026 to June 30, 2027: | \$133.15 per one hundred cubic feet (748 gallons) |
| July 1, 2027 to June 30, 2028: | \$145.13 per one hundred cubic feet (748 gallons) |
- B7. The permittee shall report to the City of Tracy Utilities Director any information that deviates from that supplied in its original application.

- B8. Failure to comply with any of the regulations outlined in this septic tank truck permit can result in cancellation of permit and possible fines. This permit may be revoked upon termination of permission to discharge by the San Joaquin Local Health District.
- B9. Septic tank waste water is accepted only from the recognized service area, except by special agreement with the City of Tracy (Attachment B).

CERTIFICATION

"I certify under penalty of law that this document and all attachments 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 the 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 knowing violations."

Signature of Owner or Authorized Official

Date

Name

Title

ATTACHMENT A

TERMS AND CONDITIONS OF PERMIT

Indemnification: Permittee shall indemnify, defend, and hold harmless the City of Tracy ("City"), its officials, officers, employees, agents, and volunteers from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services/Work performed pursuant to this Permit. The foregoing obligation of Permittee shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises solely from the sole negligence or willful or active misconduct of the City or its officials, officers, employees, agents, or volunteers and (2) the actions of Permittee or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

Permittee shall procure and maintain, at its own cost and expense, prior to Permit issuance, upon approval by City, and throughout the term of the Services/Work under the Permit, the following insurance policies, coverages and limits (as checked by City), with companies approved to do business in California and acceptable to City, with an AM Best rating of A;VII.

Commercial General Liability (CGL): Coverage shall be at least as broad as Insurance Services Office (ISO) form CG 00 01, with the following minimum limits as checked by the City:

- \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 products and completed operations for construction services
- \$2,000,000 per occurrence, \$4,000,000 general aggregate, and \$2,000,000 products and completed operations for construction services

Automobile Liability: Permittee shall maintain adequate automobile liability coverage for all owned, non-owned, and hired autos, Applicant/Permittee or its subcontractors use to provide the Service/Work under this Permit, with the following minimum limits as checked by the City:

- \$1,000,000 each accident
- \$2,000,000 each accident

Workers' Compensation and Employer's Liability: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 each accident/ disease.

- Not required. Applicant/Permittee has provided written verification of no employees.

Pollution Liability: Coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites for sudden, accidental, and gradual pollution and remediation for bodily injury covering sickness, disease, and death sustained by any person; property damage covering damage to tangible property and the resulting loss of use; cleanup costs covering reasonable and necessary clean-up costs for an actual or potential incident; loss of use covering loss of use of tangible property that has not been physically injured; damage to natural resources covering damage to natural resources; emergency response costs covering emergency response costs; business interruption covering business interruption. Non-transportation conditions (ex. site work) can be provided with Contractor's Environmental Liability or Pollution Liability insurance coverages

Applicant/Permittee shall provide the following coverages, provide Certificates of Insurance, amendatory endorsements, and agree to the conditions:

The Commercial General Liability and Automobile Liability policies shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds. The Commercial General Liability shall provide additional insured coverage in favor of the Additional Insureds on forms at least as broad as Insurance Services Office ("SO") forms CG 20 10 for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 for completed operations.

The Commercial General Liability, Automobile Liability and Workers' Compensations shall provide and be endorsed that Applicant/Permittee waives any right to subrogation against City for recovery of damages.

The policy coverages provided under the Permit, except Workers' Compensation and Professional Liability, shall allow and be endorsed primary and non-contributory. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Applicant/Permittee's insurance and shall not contribute to any claims or losses.

Subcontractors:

Applicant/Permittee shall require and verify that all subcontractors maintain insurance that meet the requirements of this Permit, including the obligation to indemnify, defend and hold harmless in accordance with this Permit indemnification.

Higher Insurance Limits

If Applicant/Permittee maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Applicant/Permittee.

Adequacy of Coverage

City reserves the right to modify these insurance requirements/coverages.

ATTACHMENT B

Approved Tracy Area Zip Codes:

- 95304 (Includes Banta)
- 95376
- 95377
- 95378
- 95391 (Includes most of Mountain House)
- 95385* (Vernalis area only within San Joaquin County)

