

12-4-2019

REVE SOLUTIONS, INC.
SEPTAGE RECEIVING SERVICES
AND SLUDGE DEWATERING AGREEMENT
FOR BLUE RIDGE, GEORGIA

This **SEPTAGE RECEIVING SERVICES AND SLUDGE DEWATERING AGREEMENT** (the "Agreement" or "Contract") is made and entered into this _____ day of _____, 2020 --- by and between the **REVE SOLUTIONS, INC.** ("Reve") and the **CITY OF BLUE RIDGE, GEORGIA** ("~~Blue Ridge~~" or "the City"). The purpose of this Agreement is for the Reve to provide septage receiving support services to ~~Blue Ridge~~City and to perform a domestic sludge dewatering trial of the City's normal digested wastewater sludges.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Reve and ~~Blue Ridge~~City agree as follows:

1. Scope of Services

~~1.~~ --- Reve will establish and operate a sludge dewatering system on the property of ~~Blue~~ ~~Ridge~~City at the City's Wastewater Treatment Plant ("WWTP"). Reve will receive and process hauled septage from septic tanks. Reve's initial treatment capacity will be for 40,000 gallons of septage per day. Reve's initial projected operational level will be 30,000 gallons per day of hauled septage. Reve will add equipment as necessary to accommodate future anticipated levels of up to 100,000 gallons per day. ~~Blue Ridge~~City, by virtue of this agreement and its terms and conditions, hereby gives Reve permission to work and install equipment on the property owned by ~~Blue Ridge~~City known as the City's Wastewater Treatment Plant ~~in accordance with the provisions of this Agreement.~~

~~1.~~ ---
2. The ~~Stated duties~~goals of Reve are as follows:

- Operate a septage receiving profit center for the City.
- Grow the septage receiving capabilities to allow septage haulers from the region to bring septage.
- Attempt to address the infrastructure concerns with the existing belt press by integrating the WWTP domestic sludge dewatering needs with the Reve's dewatering equipment through the use of a domestic sludge dewatering trial period. (This goal will evaluate a potential low-cost solution for maintaining the City's domestic sludge dewatering needs with little to no capital outlay.)
- In time, work to develop brown grease receiving capabilities as another profit center for additional revenue.

1.3 Reve will install at its own expense all the above-ground dewatering-related equipment at the facility. Reve will install the following above-ground equipment: screen(s), pumping as needed, holding tanks, dewatering drums, polymer injection

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system, office trailer, plumbing, mixers, and other supporting equipment.

- 1.4 City agrees to allow Reve to utilize a portion of the existing City-owned WWTP property and said area shall be suitable for installation and operation of the Reve sludge dewatering system as designated by the City in its' sole discretion and approved by the City in advance of the equipment installation. Reve's operations will typically be conducted from 8:00 AM to 5:00 PM, Monday through Friday; however, depending on the needs of the haulers, the times and days may vary.
- 1.5 Reve will be solely responsible for receiving and managing haulers of septage at the facility, including screening the received waste for toxic or otherwise unacceptable waste constituents and keeping accurate records of the quantity and nature of the wastes and the names and addresses of the haulers.
- 1.6 Reve will be responsible for indicating on the manifests that the waste was properly disposed and will be responsible for maintaining copies of the manifests. The originals of all manifests will be given to the City monthly.
- 1.7 Reve will install a flow measuring device that will be utilized to measure and record the quantity of treated septage effluent delivered to the City's WWTP which will have the following average characteristics:
 - $BOD_5 \leq 300$ mg/L
 - Total Suspended Solids (TSS) ≤ 100 mg/L
 - 6.0-8.0 pH Standard Units

"Average characteristics" shall be defined as the total of quarterly BOD_5 and TSS values tested, divided by the number of tests. In the alternative to measuring the flow as described above, Reve and the City may use the truck volumes to form the basis for payments to Reve and billings to the haulers, whether or not the truck is actually full.

- 1.8 ~~As a continued trial as requested by the City,~~ Reve will utilize its sludge dewatering system to dewater the digested domestic wastewater sludges, including ~~biosolids/bio~~ solids, generated at the ~~Blue Ridge City~~ WWTP. The City will be responsible for the disposal of the dewatered ~~Blue Ridge City~~ wastewater sludges as well as the needed polymer. The sludges dewatered by Reve under this paragraph will be essentially normal sludges that are typically generated during domestic wastewater treatment. The City will retain and be responsible for the City's sludge holding and digestion facilities. Reve will receive and dewater the City's sludges from the City's holding tanks. The City will be responsible for delivering the City's wastewater treatment sludges to the Reve dewatering system. Reve assumes that the City's sludges requiring dewatering will be in the range of 0.6 to three percent (0.6% – 3%) suspended solids. Reve will coordinate with the City to ensure that the City's WWTP sludges are dewatered and properly disposed on a timely basis. ~~The intent of this trial is to determine the long term efficacy of Reve dewatering the City's domestic wastewater sludges on behalf of the City during a one year trial period.~~

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~~This domestic sludge dewatering trial is not subject to the termination provisions set forth in section 6, below, but instead, may be terminated without cause by either party with 30 days prior notice. Following one year of a successful trial, either party may request a new and separate longer term operating agreement. Should no such request be made by either party, the trial will be considered to be successful and complete, and Reve will continue to dewater the City's domestic sludge under this contract; however, the cost of such dewatering of domestic sludge may need to be adjusted periodically by Reve. Should future cost adjustments be unacceptable to the City, Reve may discontinue dewatering the City's sludge with six months prior notice to the City. —~~

1.9 Reve shall obtain all permits, licenses and approvals required by any federal, state, or local authority in order to perform the services specified herein, and shall comply at all times during the term of this Agreement with all terms and conditions of any such permits, license or approvals and all applicable laws, rules and regulations.

1.10 Reve will dispose of the septage solids generated by the dewatering process. All such solids will be non-hazardous, reasonably acceptable by the landfill, and will generally have a solids concentration of 20 to 50%.

2. Contract Period

2.1 The contract period will be for five (5) years from the original date of execution shown above which can be renewed by amending this Agreement.

~~2.2 The initial five year contract period will be automatically extended for additional five year periods unless the City notifies Reve in writing that it does not wish to renew for any subsequent five year period. Likewise, Reve will notify the City if it does not wish to renew for any subsequent five year period.~~

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3. Costs and Billing Procedures

3.1 It is Reve's intention to give priority to septic haulers located in the City, and second priority to the haulers located in Fannin County. Reve will initially charge \$0.10 for each gallon of septage received and processed by Reve. Reve and the City agree that this initial charge may be adjusted by Reve periodically based on market conditions and/or increased costs of providing the service, such as increased disposal costs; however, the rate charged will not be so excessive as to create a significant reduction in the volumes received and shall be approved by the City in writing before implementation. Such approval shall not be unreasonably withheld. The price charged for septage disposal will be reevaluated every two years by the parties hereto or more often as the parties hereto may agree upon from time to time.

3.2 ~~Since~~ Reve Solutions will be responsible for all ~~or nearly all~~ the capital expenditures except as otherwise set forth herein, such as the water supply and the

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sludge transport from the City's treatment plant to the Reve dewatering system, and; the City will receive a flat rate of \$0.02 per gallon of septage received.

[Example: if ~~A~~ an estimated 30,000 gal/day of septage is dewatered (five days per week) during the first year, the City would realize \$150,000].

- 3.3 Reve will provide to the City at the end of each month a list of haulers for that month including the quantities received and processed from each hauler as well as the amount of processed liquid sent to the City's WWTP and an invoice for services rendered under this Agreement. (See paragraph 1.6, above.)
- 3.4 The City will invoice the haulers and receive collections ("Collections") from the haulers based on the information provided in paragraphs 3.1 through 3.3 by Reve. Reve will receive payment from the City as soon as reasonably prudent, but no longer than net 30 days from the date of the City's receipt of the Collections. The parties may adopt a system of payment from septage haulers by which payment will be made in advance. One such advanced-payment system would involve the haulers purchasing vouchers in advance that would be presented to Reve upon the acceptance of the hauler's septage load. This method of payment for services rendered by haulers, or some similar method of payment in advance, or payment upon delivery, would be acceptable to Reve. If a voucher system is utilized, the City shall tender payment to Reve net 20 days from receipt of Reve's monthly invoice.
- 3.5 If requested by the City, Reve will dewater the wastewater treatment sludge generated at the City's WWTP as described in paragraph 1.8, above. Reve will invoice the City monthly for this service at a rate of \$0.035 per gallon dewatered.

4. Personnel, Sub-consultants and Suppliers

4.1 Personnel

Reve will employ and assign only qualified, e-verified, and competent personnel to perform the services required hereunder.

4.2 Sub-consultants

Reve will employ and assign only qualified sub-consultants to perform the services required hereunder for which Reve is not qualified or capable of performing. For purposes of this agreement, sub-consultants may include those furnishing unique expertise not otherwise provided by Reve such as construction, advice on chemicals, engineering, etc.

4.3 Reve is solely responsible for Acts of its personnel and Sub-consultants

Reve will be responsible for all and any acts, defaults, omissions or negligence of its personnel and sub-consultants or any other person who is authorized by Reve to participate in any way in performing services for the City.

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4.4 Supervision of the Work

The Work shall be strictly supervised and directed using Reve's best and highest skill and effort and in full compliance with all applicable rules, regulations, laws and standards of care. Reve bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Reve.

5. Utilities

Provided Reve is in full compliance with its duties and responsibilities under this Agreement, the City shall provide Reve with a water and electricity credit that shall not exceed \$7.00 per day for water and \$7.00 per day for electricity and shall only be applicable at the City's WWTP property and shall only be utilize to provide the City the services set forth in this Agreement.

6. Termination of Contract

6.1 Causes of Termination

(a) By Operation of Law. Either party may terminate this Agreement by giving the other ninety (90) days advance written notice, to be served as provided herein upon the occurrence of any one of the following events:

i) The other party takes the benefit of any present or future insolvency statute, or makes a general petition in for the benefit of creditors, or files a voluntary petition for bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws, under any law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

ii) By order or decree of a court, the other party is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

iii) By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of the other party, and such possession or control shall continue in effect for a

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period of sixty (60) days; or

(b) Uncured Material Breach of Contract. Either party may terminate this agreement should either party be found to be in default of this Agreement, by materially failing or refusing to perform or observe the terms, conditions or covenants in this Agreement and said default is not cured within thirty (30) days of receipt or written notice by the non-defaulting party, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt of written notice, the defaulting party fails to commence the remedy of such default within said thirty (30) days following such written notice, or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the defaulting party having the burden of proof to demonstrate any reason for the failure to perform). Should this Agreement be terminated by virtue of this default provision in which Reve is determined to be in an uncured default condition, then in that event, the City shall give Reve six months to vacate the premises following written notice of the uncured default, and, in such event Reve may continue receiving and treating septage from haulers without interruption during the six month grace period so long as the cause of default does not impair the ability of Reve to process septage or inhibit the City from continuing normal treatment plant operations.

(c) For Any Reason. Either party may terminate this Agreement for any reason by giving the other party one year's advance written notice, to be served as provided herein.

(d) O.C.G.A. § 36-30-3(d). City may terminate this Agreement with thirty (30) days written notice in the event that the City's ability to comply with the Agreement is impaired by war, natural disaster, catastrophe, or any other emergency creating conditions under which the City compliance with the Agreement would become impossible or create a substantial financial burden upon the City or its taxpayers.

6.2 In the event of the aforesaid events specified in said subsections 6.1 (a), (b), (c) or (d), above and except as otherwise provided herein, termination shall be effective upon the date specified in the written notice to the defaulting party. However, in the event of termination of Reve by the City as a result of paragraph (c), Reve shall be provided the reason for termination in writing and shall have the right of appeal to the Blue Ridge City Council which shall include a hearing before the City Council during which Reve shall have the right to present evidence and to offer testimony, and the final decision shall be as determined by the City Council in open session.

6.3 In the event this agreement is terminated by the City in accordance with the provisions contained in subsections 6.1 (c) ~~or (d)~~, Reve will be compensated by the City for Reve's lost capital costs (set forth on Exhibit "A" attached hereto) associated with Reve's initial investment which will be prorated based on a fifteen-year project amortization period. ~~Within thirty (30) days from the date of execution of this contract, Reve will provide the City with a list of capital costs associated with this project. Straight-line depreciation shall apply. is assumed. If such termination follows the fifteen-year project amortization period, there will be no~~

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~~termination charge. In the event this Agreement is terminated by the City in accordance with the provisions contained in subsection (c), Reve will receive payment from the City for the capital investment that was initially made by Reve less the depreciated values of the equipment recovered by Reve as set forth in Section 6.4, below. The Reve equipment is assumed to have a fifteen-year useful life.~~

6.4 Should this Agreement be terminated prior to the expiration of the initial five (5) year term, or if any 5-year extension thereof is not accepted by either party, the following additional conditions apply:

- Reve may remove all the above-ground equipment from the premises that is owned or under lease by Reve.

7. Indemnification

7. Indemnification

Reve hereby indemnifies and holds the City harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, which arise out of or relate in any way to Reve's performance under this Agreement and/or its utilization of any City property, including but not limited to, claims, liability, damage, loss, cost or expense, sickness, personal injury, disease or death, or to loss or destruction of tangible property, including loss of use resulting therefrom, to the extent caused by Reve or anyone for whom Reve may be liable; (b) the negligence or willful misconduct of Reve, its employees, agents or subcontractors, in the performance of the services under this Agreement; (c) any material breach by Reve of any representation, warranty or covenant in this Agreement; and (d) any violation by Reve of any applicable laws, rules, regulations or ordinances. The provisions of this Section 7 shall survive termination of this Agreement.

8. Insurance

Reve shall at all times during the Agreement maintain in full force and effect the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory Minimums
Employer's Liability	\$500,000
Bodily Injury Liability	\$1,000,000 each occurrence (Except Automobile) \$2,000,000 aggregate
Property Damage Liability	\$1,000,000 aggregate (Except Automobile) \$2,000,000 aggregate
Automobile Bodily Injury & Property	\$1,000,000 combined single limit per

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	claim
General Liability	\$1,000,000 each occurrence (Except Automobile) \$2,000,000 aggregate

Reve will name the City of City as an additional insured on the above shown insurance policy. Reve and the City will coordinate with the various septage haulers who bring septage to the City's Wastewater Treatment Plant to determine the need for these haulers to have appropriate insurance coverage and/or some other form of liability protection.

9. Agreement Not to Discriminate

During the performance of this Contract, Reve will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position.

10. Waiver

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. Severability

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

12. Governing Law

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. Any provision in this Agreement that violates any provision of Georgia law relating to municipal corporations shall be deemed null and void.

13. Merger

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

14. Reve to Cooperate

If the City undertakes or awards other contracts for additional related work, Reve shall fully cooperate with such other contractor and with the City's employees or appointed

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committee(s), and carefully fit its own work to such additional work as may be directed by the City. Reve will not commit or permit any act, which will interfere with the performance of work by any other contractor or by the City's employees. Likewise, the City will not significantly interfere with the activities of Reve.

15. Modifications

Any change, alteration or addition to the terms and conditions set forth in this Agreement must be in the form of a written modification signed by both parties.

16. Notices

Any written notices, other than routine notices pursuant the project work described herein, shall be given hereunder by either party to the other by personal delivery in writing, by mail, registered or certified, postage prepaid with return receipt requested, or by a recognized overnight delivery service. Any notices to the City by Reve shall not be considered valid unless a copy is also delivered to the City Attorney and addressed [unless a change of address is provided in writing by City] to James A. Balli, Taylor, English Duma, 1600 Parkwood Circle, Suite 200, Atlanta, Georgia 30339 and jballi@taylorenghish.com.

17. Transfer of Rights

It is agreed that Reve and the City each binds itself and themselves, it's or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Neither of the parties hereto is prohibited from assigning, subletting or transferring its or their interest in this Agreement provided the other party agrees to such assignment in writing.

18. Remedies

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association (or other similar meditation rules) prior to any recourse to arbitration or a judicial forum.

19. Safety

Reve will be solely and completely responsible for working conditions and safety on any of the City's property occupied or utilized by Reve with regard to its activities contemplated herein, including safety of all persons and property during the performance of the work, as well as compliance with OSHA regulations and any other applicable law or regulation.

20. Business Considerations

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The City will not interfere with the normal expected business activities of Reve even should Reve be in the one-year's notice period for termination as set forth in paragraph 7. Likewise, Reve will conduct its operations so as not to interfere with the normal operations of the wastewater treatment plant by the City.

21. Implementation Timing

Reve will endeavor to have the necessary dewatering equipment in-place and operating within sixty (60) days from the date of the City's approval of Reve's Engineering Plans.

Executed by the parties' duly authorized representatives as indicated by their signatures below.

REVE SOLUTIONS, INC.

THE CITY OF BLUE RIDGE, GEORGIA

By _____

By _____

Title _____

Title _____

Date _____

Date _____