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EXCERPT FROM HAMBURG TOWNSHIP MUNICIPAL UTILITIES COMMITTEE MEETING MINUTES

To the attention of: Patrick J. Hohl, Supervisor
Hamburg Township Board of Trustees

Re: **Biosolids Contract Renewal**

Please be apprised of this excerpt from the ☒Unapproved ☐Approved Minutes of the Meeting of the Hamburg Township Municipal Utilities Committee:

Date of Meeting: February 8th, 2023

Committee Members Present: Hohl, Michniewicz

Committee Members Absent: None

Text of Motion: MOTION BY HOHL, SUPPORTED BY MICHNIEWICZ TO FORWARD TO THE BOARD WITH THE RECOMMENDATION THAT THE NEW 3-YEAR CONTRACT WITH BIOTECH AGRONOMICS BE ACCEPTED BY THE BOARD.

Ayes: Hohl, Michniewicz Absent: Hahn Nays: None

MOTION CARRIED.

State of Michigan }
County of Livingston }
Township of Hamburg }

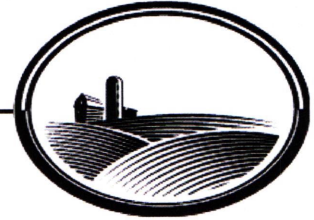
I, BRITTANY K. CAMPBELL, Hamburg Township Utilities Coordinator and recording secretary to the Municipal Utilities Committee, do hereby certify that the foregoing is a true and correct excerpt of the Minutes of the aforementioned Regular/Special Meeting of the Hamburg Township Municipal Utilities Committee.

BRITTANY K. CAMPBELL

HAMBURG TOWNSHIP UTILITIES COORDINATOR

Date: February 8th, 2023

BioTech Agronomics, Inc.



Residual Management Company

1651 Beulah Highway • Beulah • Michigan • 49617

January 12, 2023

CONTRACT FOR TESTING, REMOVAL AND LAND APPLICATION OF BIOSOLIDS FROM THE HAMBURG TOWNSHIP WASTEWATER TREATMENT PLANT

**Mr. Tony Randazzo
Hamburg Township
10405 Merrill Rd
Hamburg, Michigan 48139**

Proposal

BIOTECH AGRONOMICS, INC. is pleased to present this proposal to define proposed work associated with the removal and land application of Biosolids generated by the Hamburg Township WWTP physically located in Hamburg Michigan.

Biosolids Loading and Transport

BIOTECH AGRONOMICS, INC. will furnish the necessary labor and equipment to efficiently and safely provide Biosolids Management services for the Hamburg Township WWTP. BIOTECH AGRONOMICS, INC. will pump and load Biosolids into transport vehicles, transport the Biosolids to EGLE and federally approved application sites, and finally to land apply the Biosolids to suitable local farmland sites. All work performed will be under Michigan Part 24, Federal 503 and local regulations.

Land Application of Biosolids

BIOTECH AGRONOMICS, INC. will provide the labor and equipment to properly apply the Biosolids to suitable local application sites at agronomic rates in accordance with Michigan State University recommendations and applicable federal, state and local regulations. The Biosolids will be subsurface injected or surface applied according to a EGLE approved Residuals Management Plan using sewage sludge applicators equipped with a pressure/vacuum application system.

Determination of Quantity Removed

BIOTECH AGRONOMICS, INC. shall provide the Plant Superintendent a duplicate copy of load sheets, which detail the following items:

- Date of removal
- Time the applicator loaded in the field
- Applicator identification number
- Operator name
- Gallons of Biosolids on the applicator
- Farmer name and approved field identification number and the number of acres acceptable for use in the field
- Number of acres accepting Biosolids

One copy of the load sheet(s) will stay with the plant superintendent and the other will remain with BIOTECH AGRONOMICS, INC. The quantity of Biosolids loaded on and transported by the vehicle will be recorded as the certified capacity of the vehicle. All billed quantities will be invoiced by the gallon capacity of each vehicle transporting the material.

Agronomic Services

BIOTECH AGRONOMICS, INC. will provide agronomic management services that include the location of suitable local farmland application sites. Application sites will meet the requirements for land application in accordance with applicable federal, state and local regulations for the use and disposal of Biosolids. Proposed farmland application sites shall be properly documented in accordance with Michigan Part 24 requirements. Records at a minimum shall include the following:

- Landowner agreement and permission form
- Soil analyses
- EGLE site I.D. information
- Plat maps indicating location and ownership of property
- SCS or equivalent soil survey map indicating soil types, slope and drainage class
- Relative sludge analyses, soil analyses or cropping information
- Proof of notification to local governing bodies as per EGLE requirements

Regulatory Reports

BIOTECH AGRONOMICS, INC. shall complete all required federal or state reports applicable to the Biosolids land application program including yearend requirements. These records shall be maintained by BIOTECH AGRONOMICS, INC. as required by federal, state and local regulations and shall be provided to the Owner.

Laboratory Analyses and Permits

BIOTECH AGRONOMICS, INC. will be provided a EGLE approved Residuals Management Plan (RMP) by the facility. BIOTECH AGRONOMICS, INC. will provide laboratory analyses for total metals and nutrients and fecal coliform testing as needed on the Biosolids prior to removal from the facility. BIOTECH AGRONOMICS, INC. will be responsible for all routine soil fertility analyses associated with land application of the Owner's Biosolids during the term of this Agreement. BIOTECH AGRONOMICS, INC. shall not be responsible for any additional analytical testing that federal, state or local regulatory agencies may require.

Health and Safety

BIOTECH AGRONOMICS, INC. shall comply with the federal, state and local laws and regulations and take any needed actions to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the Agreement.

Insurance

BIOTECH AGRONOMICS, INC. shall provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- a) Workers Compensation Insurance in compliance with the statutes of the State of Michigan which has jurisdiction of BIOTECH AGRONOMICS, INC. employees engaged in the performance of services hereunder with a limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000)
- b) General Liability Insurance with a minimum combined single limit of THREE MILLION DOLLARS (\$3,000,000), including the broad form property damage endorsement
- c) Automobile Liability Insurance (owned, non-owned or hired units) with a minimum combined single coverage limit of ONE MILLION DOLLARS (\$1,000,000)

- d) Pollution Liability Insurance with a minimum combined single limit of FIVE MILLION DOLLARS (\$5,000,000), including the broad form property endorsement

A certificate of insurance will be presented if requested, upon award of contract.

Digester or Tank Cleaning

If requested, BIOTECH AGRONOMICS, INC. will provide confined space Digester or Tank cleaning services to remove accumulated Biosolids and or related mater for subsequent land application. Under these conditions, the WWTP shall provide for all required cleaning water at no cost to BIOTECH AGRONOMICS, INC. Any material removed under this confined space option shall be billed at the appropriate hourly rate plus the unit rate per gallon for land application of the Biosolids.

Biosolids Tender

The Township shall tender all biosolids generated to BIOTECH AGRONOMICS, INC. that are suitable for land application on agricultural land as specified in the scope of this Agreement.

Notification

BIOTECH AGRONOMICS, INC. will be provided with adequate advance notice of when the WWTP desires for BIOTECH AGRONOMICS, INC. to remove biosolids from the WWTP. Depending on weather, seasonal weight restrictions, and farm land cropping cycles, additional notification may be required.

Cost of Services

Year 2023 - \$0.0550 per gallon for Biosolids hauling and land application.

Year 2024 - \$0.0583 per gallon for Biosolids hauling and land application.

Year 2025 - \$0.0617 per gallon for Biosolids hauling and land application.

Metals & Nutrients Testing – 2 per year included in the price per gallon.

Fecal Coliform Testing – 2 per year included in the price per gallon.

Optional Confined Space tank cleaning - \$500.00 per hour.

Optional Onsite Pumping Only Services - \$280.00 per hour plus \$1,400.00 lump sum mobilization fee.

Good Faith

In the event BIOTECH AGRONOMICS, INC. is unable to remove and land apply the biosolids because (i) changes in the biosolids make it unfit for utilization on agricultural land as defined or interpreted by federal, state or local regulatory agencies, or (ii) changes in law prohibit providing the services or increase the cost of providing the services, or (iii) if unfavorable climatic or agronomic conditions have impeded efforts by BIOTECH AGRONOMICS, INC. to faithfully dispose of the biosolids as contemplated by this proposal, or (iv) as the result of flood, fire, strikes, acts of God, act of war or terrorism, civil disturbance, force majeure, or other occurrences not reasonable within the province and control of BIOTECH AGRONOMICS, INC. performance is hindered or halted, BIOTECH AGRONOMICS, INC. shall not be liable for any additional costs incurred by the Township, and BIOTECH AGRONOMICS, INC. will not be deemed in default under this proposal unless thirty (30) days after the impediment has been resolved or eliminated BIOTECH AGRONOMICS, INC. fails or refuses to remove biosolids tendered to it.

BIOTECH AGRONOMICS INC work schedule is highly controlled by weather, soil conditions, permits and the availability of suitable farmland due to cropping cycles. As such we cannot liable for any losses either directly or indirectly associated with any weather-related delays. BIOTECH AGRONOMICS, INC will not accept responsibility for any assessment of liquidated damages.

Spill Plan and Protocol

BIOTECH AGRONOMICS, INC. has a strict protocol to be followed in the untimely event of a spill. If such an event occurs the person in charge of the load, the operator of the application equipment, load stand operator or truck driver, must contact their immediate supervisor after making a visual assessment of the action and if possible taking action to contain or correct the problem. The supervisor is to contact the BIOTECH AGRONOMICS, INC. Operations Manager and the chain of contacts begins. The plant personnel are informed and an assessment will be done by personnel from both entities. At this time the decisions will be made to contact local authorities, EGLE representative, additional emergency services and so on depending upon severity. All the above continues while the containment efforts are addressed. All assets and efforts of BIOTECH AGRONOMICS, INC. will be focused on cleanup and rectifying the problem to protect the health and safety of the public.

Fuel Cost and Adjustment

BIOTECH AGRONOMICS, INC. shall adjust the cost of services for each hauling event should fuel costs exceed \$4.00 per gallon. The fuel adjustment schedule will be the fixed document used for such purpose throughout the duration of this contract.

The unit price for biosolids management beneficial use services for any given removal operation will be subject to the adjustment below depending on the weekly fuel price (based on the week biosolids removal commences) determined by the United States Department of Energy's Energy Information Administration publication of Retail Prices for the Midwest United States in the On-Highway Diesel Fuel Price Table.

Diesel Price \$/Gallon	% Increase to Contract Price
Below \$4.00	None
\$4.00 - \$4.099	1.0%
\$4.10 - \$4.199	2.0%
\$4.20 and above = 1% increase per each \$0.10 increase in price/gallon.	

(This information is available at the website <http://www.eia.doe.gov>).

(On-Highway Diesel Prices Table – Midwest Column)

Terms

Payment terms shall be net 30 days from the date of invoice. Overdue payments will be assessed a finance charge of 1.5% per month on the unpaid balance.

Contract Duration

This Agreement shall remain in full force and effect 1/12/2023 through 12/31/2025.

Extensions

The term of this Agreement may be extended for three (3) additional years upon mutual agreement of both parties.

BIOTECH AGRONOMICS, INC.

Submitted by: *Don Popma*

Printed Name: Don Popma

Its: General Manager

Date: 1/12/2023

HAMBURG TOWNSHIP, MICHIGAN

Accepted By: _____

Printed Name: _____

Its: _____

Date: _____

This proposal is valid for 30 days.

This document is representative of a complete contract. Upon award the document can be signed by both parties to become binding.