

Section B

Material or Services Required

Date 03.26.2019

Submit Bids To:
City of New Port Richey
5919 Main Street
New Port Richey, Florida 34652-2785

INVITATION TO BID

City of New Port Richey
Purchasing Department

Bid Title Biosolids Hauling and Disposal

Type

Bid No. ITB 19-008

Page 1 of 5

Bids are due March 28th 2:00pm and will be opened March 29th,
2019 2:00 pm bids may not be withdrawn for 90 days after such date
and time.

Issue Date

Additional information

City of New Port Richey



City Clerk
Judy Meyers

Advertised Date

Submitted By: (company name)

MERRELL BROS., INC.
8811 WEST 500 NORTH
KOKOMO, IN 46901

Authorized by:

(Signature)
file Number
(manual signature required)

Name and Title

RYAN ZECK, C.O.O.

Description	Cost
BIOSOLIDS HAULING & DISPOSAL	
ITB NO. 19-008	
Prices: Per wet ton without trucking (tip fee)	\$ 36.00
Prices: Per wet ton with trucking	\$ 57.91

We, MERRELL BROS., INC. (company name), the above signed, making any other proposal, or who otherwise would make a proposal, and agree to furnish in strict accordance with all Federal Regulatory Measures and also with these written specification, which consist of this form and all attached documents and general condition as shown in Section A. Florida statute #287.087 requires certification by all bidders indicating that they Do or Do Not have Small/Minority Business Status : Yes ___ No X This firm is classified as a small business under SBA Regulations Yes ___ No X The firm is minority owned and controlled Yes ___ No X If minority owned/controlled submit details as to the minority.

This form must be completed and submitted to City of New Port Richey, City Clerks Office by 2:00 P.M. March 28, 2019

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. ITB NO. 19-008
for BIOSOLIDS HAULING AND DISPOSAL
2. This sworn statement is submitted by MERRELL BROS., INC.
(name or entity, submitting sworn statement)
- whose business address is 8811 WEST 500 NORTH
KOKOMO, IN 46901 and
- (if applicable) its Federal Employer Identification Number (FEIN) is 35-1681490

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

3. My name is RYAN ZECK and my relationship to the
(please print name of individual signing)
- entity named above is CHIEF OPERATIONS OFFICER
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjuring trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

By [Signature] (signature)

Date: 03.26.2019

STATE OF INDIANA

COUNTY OF HOWARD

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

RYAN ZECK
(name of individual signing)

who, after first being sworn by me, affixed his/her signature

in the space provided above on this 26TH day of MARCH 2019.

Lori Jackson

NOTARY PUBLIC

My commission expires: 11.21.2026



DRUG-FREE WORKPLACE

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations:

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: MERRELL BROS., INC. BID NO: ITB NO. 19-008

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements

[Signature] Vendor's Signature

STATE OF: INDIANA

COUNTY OF: HOWARD

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, RYAN ZECK, C.O.O.

who, after first being sworn by me, affixed his/her signature in the space provided above on this 26 day of MARCH 2019.

[Signature: Lori Jackson]
Notary Public
11.21.2006
My commission expires



MERRELL BROS.

A Biosolids Management Corporation

- Liquid / Dry Land Application
- Consulting
- Off-Site Biosolids Storage
- Lagoon/Pond Hydraulic Dredging
- State / Federal Reporting
- Lagoon Surveying
- Grease & Septage Disposal
- Lagoon/Pond Mechanical Dredging
- Permitting
- Digester and Lagoon Cleaning
- Brown/Yellow Grease Recycling
- Belt Press/Centrifuge Dewatering

Disposal Site Plan

A. The contractor must submit along with the bid proposal a copy of the DEP BTF operating permit and disposal agreements for each disposal site being utilized.

DEP BTF Permits and Signed Disposal Agreements are attached for:

*Pasco County Biosolids Processing Plant- Operated by Merrell Bros.
Compost USA
BS Farm and Ranch*

B. The contractor must supply a written backup plan for disposal should the primary disposal facility be unable to accept biosolids for any reason.

Merrell Bros., Inc. maintains strong relationships with every BTF facility in the state of the Florida. The most geographically advantageous to the City of New Port Richey have been included in this proposal. The primary facility, and backup plans, would be adapted day-to-day, as the City's biosolids quantity varied and truck logistics were determined. Merrell Bros., Inc. currently has 4 viable disposal outlets for the City of New Port Richey's biosolids: Pasco County BTF, Compost USA, BS Farm + Ranch, and the Omni Jed Landfill. Each of these facilities could serve as a primary, secondary, third, or fourth back-up option for the City of New Port Richey's biosolids program. Merrell Bros., Inc. understands that it would be the contractor's responsibility for any dump (tip) fees or transportation costs incurred utilizing these disposal facilities. Merrell Bros., Inc. is unique, as a contractor, in its ability to offer a variety of disposal outlet options to ensure continued services and satisfactory empty trailer capacity to receive City dewatered biosolids. If additional outlet options became necessary, Merrell Bros., Inc. could provide additional DEP approved BTF options, as needed.

DEP Permits and signed Disposal Agreements attached.

Respectfully submitted by



Merrell Bros., Inc.

MERRELL BROS., INC.

8811 W. 500 N.
KOKOMO, IN 46901
E-mail: info@merrellbros.com



OFFICE: (800) 663-8830
FAX#: (574) 699-7478
WEB: www.merrellbros.com



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

STATE OF FLORIDA INDUSTRIAL WASTEWATER FACILITY PERMIT

PERMITTEE:

BS Ranch & Farm, Inc.

PERMIT NUMBER:

FLA866202

PA FILE NUMBER:

FLA866202-002-IW9A/NP

ISSUANCE DATE:

March 25, 2016

EXPIRATION DATE:

March 24, 2021

RESPONSIBLE AUTHORITY:

Brandy Stanton
President
4360 Maine Avenue
Lakeland, FL 33801
bsranchandfarm.com
(863) 667-2773

FACILITY:

BS Ranch & Farm Industrial Organic Recycling Facility
2205 Longhorn Avenue
Lakeland, FL 33801
Polk County
Latitude: 28° 0' 58" N Longitude: 81° 52' 29" W

This permit is NOT effective until completion and closure of Consent Order OGC 15-0206.

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to construct and operate the facilities shown on the application and other documents attached hereto and specifically described as follows:

TREATMENT FACILITIES:

Construction and operation of a new organic recycling facility, utilizing biological treatment to produce Type A compost and Class AA biosolids products which will meet 40 CFR 503 and Rules 62-640 and 62-709, F.A.C. The facility includes scales, screens, storage areas, mixers, loaders, biological treatment beds, support areas, access roads, and water containment areas. Feed stocks include wood (yard waste), pre-consumer and post-consumer vegetative waste, animal manure and animal by-products, food scrapes, wastewater treatment facility effluent, septage, biosolids and organic sludges. The treatment process produces mulch, compost, fertilizer and soil amendments. The approximate daily average weights of feed material and products are 3,870 tons and 1,088 tons, respectively

Exhibit B
SOURCE FACILITY ACKNOWLEDGEMENT OF ORGANIC RECYCLING SERVICES
 Performed by BS Ranch & Farm, Inc.
IN ACCORDANCE WITH
Organic Recycling Permit #FLA866202

In accordance with provisions of Chapter 403, F.S. and applicable rules of Chapters 62-640 and 62-709, F.A.C., this agreement is made and entered into as of the date of last execution below, by and between the identified Source Facility and the permitted BS Ranch & Farm, Inc. (BSRF) Organic Recycling Facility located at 4360 Maine Avenue, Lakeland, FL 33801, to acknowledge the following:

SOURCE FACILITY NAME AND ADDRESS:

<u>FACILITY</u>	<u>ADDRESS</u>	<u>PERMIT NO.</u>
1. City of New Port Richey	4730 Main Street, New Port Richey, FL 34652	FLA127434
2.		
3.		
4.		

SOURCE OF MATERIAL: The Source Facility acknowledges that its biosolids are being sent to the BSRF Organic Recycling Facility in accordance with provisions of Chapter 403, F.S. and applicable rules of Chapters 62-640 and 62-709, F.A.C.

COMPLIANCE: The BSRF Organic Recycling Facility shall process all materials tendered by Source Facility in accordance with BSRF's Permit #FLA866202.

CAPACITY: The BSRF Organic Recycling Facility acknowledges that it has sufficient permitted capacity to receive biosolids from the Source Facility identified above.

BIOSOLIDS: The Source Facility acknowledges that its biosolids are in compliance with the metals and other priority pollutants as described in 40 CFR Part 503 and F.A.C. 62-640 and any inbound materials meet testing requirements in accordance with the Source Facility's permits.

Acknowledged by

Acknowledged by

Source Facility

Biosolids Treatment Facility

City of New Port Richey, WWTP

By: Roger Goodwin

By: Brandy L. Stanten

Name/Title: Roger Goodwin, WWTP Operations Manager

Name/Title: Brandy L. Stanten - President

Date: 7/26/16

Date: 7-18-16



FLORIDA DEPARTMENT OF Environmental Protection

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3787

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Compost USA of Sumter County, LLC.

PERMIT NUMBER: FLA841692
FILE NUMBER: FLA841692-003-DW18
EFFECTIVE DATE: March 26, 2019
EXPIRATION DATE: March 25, 2024

RESPONSIBLE OFFICIAL:
Kris Creeden, President
703 Hennis Road
Winter Garden, Florida 34787
(407) 448-4100

FACILITY:

Compost USA of Sumter County BTF
835 CR 529
Lake Panasoffkee, FL 33538-6517
Sumter County
Latitude: 28°44' 0" N Longitude: 82°6' 0" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

A new Type I Biosolids Management Facility with a permitted Class AA compost production of 60 dry tons per day, corresponding to accepting 500 cubic yards of biosolids per day. Biosolids will be blended at the facility with yard waste, spent stable bedding, and clean wood products. The woodchip to biosolids ratio will be approximately 3 to 1.

The facility will utilize the modified windrow composting method, as approved by EPA. Incoming biosolids will be mixed on the facility's shellrock covered pad. The resulting mixture will be placed into windrows that typically measure 7-8 feet high by 16 feet wide at the base. A catalyst will be placed on the surface of the constructed windrow at both ends. The constructed windrow will then be covered with a layer of ground wood or green waste. The windrow will be turned several times during the composting process, as described in the application documents. The finished compost will be screened through a barrel or deck screen, and will be distributed and marketed for use in potting soil blends and numerous landscaping applications. The facility expects to have minimal runoff from the composting operations due to evaporation and adsorption in the windrow piles.

Runoff from the green waste storage area and areas of vehicular access will be routed to a stormwater retention area.

PERMITTING HISTORY:

The FLA841692-001 original; permit authorized construction and operation of this AA biosolids treatment facility for a five-year term issued March 26, 2014. This facility replaced a similar facility in Marion County FLA658944.

The 002 revision adjusted staffing requirements issued January 6, 2016.

The 003 permit is a full five-year renewal.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 15 of this permit.

CONTRACT FOR TREATMENT AND COMPOSTING

OF

DOMESTIC WASTEWATER RESIDUALS

This "CONTRACT" for Treatment and Composting of Domestic Wastewater Residuals (CONTRACT) is made and entered into this 27th Day of March 2014, by and between Compost USA, (Facility ID: FLA841692-001-DW1S) and a waste water reclamation facility owned and operated by New Port Richey FDEP Permit # FLA127434 hereinafter referred to as the "GENERATOR"

Whereas Compost USA is the owner and operator of a Residuals Management Facility (RMF), and said RMF has been approved and is operating under the Florida Department of Environmental Protection ("FDEP") permit, and

Whereas the GENERATOR owns and operates the Water Reclamation Facilities and has a need to treat residuals generated at the WWTF by the GENERATOR and

Whereas Compost USA is responsible for maintenance and operations of an RMF in compliance with 40CFR Part 503, Chapter 62-640, F.A.C., FDEP Permit # FLA841692-001-DW1S, and to the full extent of all rules and regulations applicable by federal, state and local governing bodies, all of which as may be amended from time to time. Furthermore the GENERATOR shall not be held responsible for treatment violations that occur after its residuals have been accepted by the permitted residuals management facility with which the GENERATOR has an agreement in accordance with paragraph 62-640.880(1)(9c), F.A.C., for further treatment, and

Whereas, as a condition precedent to obtaining a valid operation permit for the RMF, FDEP requires Compost USA to file a Facility Management Plan whereby Compost USA certifies that their residuals shall be composted to meet Class AA standards

Now therefore, and in consideration of the mutual terms, covenants and conditions to be compiled with on the part of the respective parties hereto, it is agreed as follows:

The following Compost USA FDEP permit (FLA841692-001-DW1S) as may be amended from time to time, is incorporated herein and made part hereof by reference:

1. FLA841692-001-DW1S (Compost USA's RMF)
2. By and through the Compost USA Permit Compost USA has a total capacity of 15000 cubic yards per week available for residuals treatment
3. Nothing in this CONTRACT shall supersede or take precedence over the obligations and responsibilities of each party to operate and maintain their facilities in compliance with all applicable rules and regulations

The GENERATOR hereby covenants and agrees

- A. To produce residuals that meet the chemical criteria as stated in Chapter 62-640 and any and all applicable Federal and State Requirements. All right, title, ownership, and responsibility for the biosolids shall pass to the contract hauler, Merrell Brothers, Inc. when Merrell Brothers, Inc. removes such materials from the WWTP's.
- B. To save and hold harmless Compost USA from any actions and/or penalties associated with the conditions and requirements of the GENERATOR's permit or any other federal, state, and local rules and regulations, except to the extent that such responsibilities are undertaken by Compost USA as specifically stated under this CONTRACT
- C. Provide Compost USA with a certified manifest of the residuals being delivered
- D. Furthermore, the GENERATOR warrants that the residuals shall not contain hazardous, toxic, industrial or radioactive waste or prohibited substances except as permitted by applicable rules and regulations of federal, state or local governing bodies

Compost USA hereby covenants and agrees:

- A. To maintain and operate its RMF in accordance with 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws and regulations.
- B. To accept all responsibility and save and hold harmless the GENERATOR from any actions and/or penalties for the proper treatment application of the residuals as required by 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations, and for other actions of Compost USA pursuant to this CONTRACT.
- C. To maintain a record of the total quantity of residuals composted and to file with FDEP a summary as required by the licensing permit issued to Compost USA and to provide the necessary Facility Management Plan as required by FDEP under Chapter 62-640, F.A.C.
- D. To invoice Merrell Brothers, Inc. for all treatment and disposal costs associated with the disposal of the GENERATOR'S biosolids. Generator shall be invoiced by Merrell Brothers, Inc. for the services provided under a separate contract executed by the Parties.

The initial term of this CONTRACT shall be for one year (INITIAL TERM) which shall expire one year from the date of execution. Upon the expiration date, and each subsequent anniversary thereof, the CONTRACT will automatically renew for an additional one year term unless either party gives written notice of cancellation by Certified Mail no less than 30 days prior to the expiration date on the then current term. This CONTRACT may be canceled by either party by giving at least 30 days advance written notice by Certified Mail.

In the event it should become necessary for either party to retain the services of an attorney to enforce any provision of this CONTRACT, both parties agree that the cost of legal proceedings and reasonable attorney's fees, including any attorney's fees and costs incurred as a result of any proceedings shall be paid by the party that does not prevail, or if comparative fault is found, then pursuant to the determination of the court. Venue for any legal actions regarding this CONTRACT shall be in Orange County, Florida.



Compost USA

By: Kris Griffin

Title: President

Date: 10/27/14



For: NFR Forest Mgmt

By: Roger Greenbaum

Title: NFR Operations Manager

Date: 4/9/14



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

STATE OF FLORIDA BIOSOLIDS SITE PERMIT

PERMITTEE:

Pasco County Utilities

PERMIT NUMBER:

FLA969150

PA FILE NUMBER:

FLA949150-001-DW1S/NP

EFFECTIVE DATE:

February 23, 2017

EXPIRATION DATE:

February 22, 2022

RESPONSIBLE AUTHORITY:

Mr. John Power, Solid Waste Director
14230 Hays Road
Spring Hill, Florida 34610
(727) 856-0119
jpowers@pascocountyfl.net

SITE:

Pasco County Biosolids Processing Plant
14230 Hays Road
Spring Hill, Florida 34610
Pasco County
Latitude: 28° 22' 11" N Longitude: 82° 33' 19" W

This permit is issued under the provisions of Chapter 403, Florida Statutes, and applicable rules of the Florida Administrative Code. The above-named permittee is hereby authorized to construct and operate this biosolids treatment facility (BTF) in accordance with the documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

BIOSOLIDS TREATMENT FACILITY (BTF):

The Pasco County Biosolids Processing Plant is a new type I (>1653 dry tons/year) BTF permitted to accept and treat 26,000 tons of dry biosolids per year. The facility is a public/private partnership project that will be owned by Pasco County and will be designed, built and operated by Merrell Bros, LLC.

Dewatered and stabilized biosolids (approximately 15% solids content) generated at domestic wastewater treatment facilities will be transported by trailer trucks and deposited into one of the two covered receiving pits, each measuring approximately 16 feet wide, 52 feet long and 4 feet deep. The biosolids from the receiving pits will then be transferred by via small front-end loader to one of the fourteen segregated areas within the two Greenhouse pod buildings, where the biosolids will be dried from approximately 15% to 65% solids. Drying within the Greenhouse pods will be accomplished through a combination of solar radiance, material agitation, air exchange, and continuous air circulation. When the biosolids reach the desired dryness goal of 65% solid content, they will be transferred to a process building for pasteurization. The pasteurization process consists of passing the pre-dried biosolids through a natural gas fired oven via two independent 28 by 8 feet conveyor belts. The first conveyor belt will raise the temperature of the biosolids to 70 degrees C (158 degrees F); the second conveyor belt will be timed to retain the biosolids material in the oven at 70 degrees C (158 degrees F) for 30 minutes to achieve the temperature exposure requirement as specified in Section 503.32(a)(7) (Use of PFRP (Processes to Further Reduce Pathogens)-Pasteurization) of Title 40 CFR Part 503. The finished Class AA pasteurized biosolids material that comes out of the



Source Facility Biosolids Treatment Acknowledgement

In accordance with Chapter 503, F.S. and applicable rules of Chapters 62-640 and 62-609, F.A.C., this agreement is made and entered into between the identified Source Facility and Merrell Bros., Inc. operated Pasco County Biosolids Treatment Facility, located at 14230 Hays Road, Springhill, FL 34610.

"The permittee (Merrell Bros., Inc.) shall enter into a written agreement with each Source Facility that it intends to receive biosolids from. The agreement shall address the quality and quantity of the biosolids accepted by the permittee (MBI). The agreement shall include a statement, signed by the permittee (MBI), as to the availability of sufficient permitted capacity to receive the biosolids from the Source Facility, and indicating that the permittee (MBI) will continue to operate in compliance with the requirements of its permit. The agreement shall also address responsibility during transport of biosolids between the facilities. The permittee (MBI) shall submit a copy of this agreement to the Department's Southwest District Office at least 30 days before transporting biosolids from the source facility to the permittee. [62-640.880(1)(c)]"

Source Facility:

City of New Port Richey 4730 Main Street, New Port Richey, FL 34652 FLA127434

Source of Material: The Source Facility acknowledges that its biosolids are being sent to the Merrell Bros., Inc. operated Pasco County BTF in accordance with provisions of Chapter 503, F.S. and applicable rules of Chapters 62-640 and 62-609, F.A.C.

Compliance: The Merrell Bros., Inc. operated Pasco County BTF shall process all materials tendered by Source Facility in accordance with permit number FLA969150.

Capacity: The Merrell Bros., Inc. operated Pasco County BTF acknowledges that it has permitted capacity of 26,000 dry tons, capacity that is sufficient to receive the Source Facilities' volume.

Biosolids: The Source Facility acknowledges that its biosolids are in compliance with the metals and other priority pollutants as described in 40 CFR 503 and F.A.C. 62-640. Any inbound materials meet testing requirements in accordance with the Source Facility's permits. The biosolids will be generated at the domestic wastewater treatment facilities and will be transported by Merrell Bros., Inc. tractor-trailers. Transportation will be the responsibility of Merrell Bros., Inc.

Acknowledged by Source Facility:

Acknowledged by Merrell Bros., Inc.:

Signature: Roger Gaudwin

Signature: Blake Merrell

Printed Name: Roger Gaudwin

Printed Name: Blake Merrell

Title: NPR WWTP Operations Mgr

Title: Director

Date: 4/17/18

Date: 4-16-2018