

RESOLUTION NO. 23-09

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, IL, TO  
AUTHORIZE THE VILLAGE MAYOR TO ENTER INTO AN AGREEMENT WITH METRO-AG INC.  
FOR THE TRANSPORTATION AND APPROVED SITES FOR REMOVAL AND SATISFACTORY  
AGRICULATURUAL LAND UTILIZATION FOR RESIDUALS GENERATED FROM  
THE WATER TREATMENT PLANT**

**WHEREAS**, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

**WHEREAS**, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on August 7, 2023, at 7:00 p.m., before the Village Board of Dupo; and

**WHEREAS**, the Corporate Authorities of the Village of Dupo, Illinois believe it necessary and in the Village's bests interests to dispose, remove, transport, and land apply the Village's water treatment plant in compliance with Federal, State and local laws; and

**WHEREAS**, Metro-Ag Inc. desires and has agreed to remove, transport, and land apply the Village's lime residuals from the Village's waste water treatment plant for a rate of \$18.97 per cubic yard, for two (2) years (from July 1, 2023 to June 30, 2025), and comply with Federal, State and local laws, as contained in, and pursuant to the terms and conditions in the Agreement attached hereto as Exhibit "A"; and

**WHEREAS**, the Corporate Authorities of the Village of Dupo, Illinois hereby find that it is necessary, advisable and in the best interests of the Village and its citizens to authorize the entering into the aforementioned Agreement with Metro-Ag, Inc. for the proper disposal, removal, transportation, and land applying of the Village's lime residuals; and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the recitals set forth above in the preamble of this Resolution are hereby incorporated into this Resolution as recommendations of the Village Board of Trustees of the Village of Dupo, Illinois.
2. That the Mayor on behalf of the Village of Dupo, Illinois is hereby authorized to contract with Metro-Ag, Inc. to remove, transport, and land apply the Village's lime residuals from the Village's waste water treatment plant for a rate of \$18.97 per cubic yard, for two


(2) years (from July 1, 2023 to June 30, 2025) pursuant to the terms and conditions contained in the Agreement attached hereto as Exhibit "A"

3. That the Mayor of the Village of Dupo, Illinois, on behalf of the Village, and the Village Clerk to seal, if necessary, are hereby authorized to execute the Agreement between the Village and Metro-Ag, Inc. that is contained in Exhibit "A" to this Resolution.
4. That the Mayor and Village Clerk of the Village of Dupo, Illinois are further authorized to provide any such additional information as may be required to accomplish the Agreement between the Village and Metro-Ag, Inc.

**PASSED** this 2<sup>nd</sup> day of August, 2021 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Ron Dell	X	—	—	—
Tammy Taylor	X	—	—	—
Dawn Keys	X	—	—	—
Joe Basinski	X	—	—	—
Ken Phillips	X	—	—	—
Kerry Foster	—	—	X	Z

**APPROVED AND PASSED** by the Mayor of the Village of Dupo, Illinois this 7<sup>th</sup> day of August 2023.

  
 \_\_\_\_\_  
 Jerry Wilson, Mayor  
 Village of Dupo, Illinois

ATTEST:  
  
 \_\_\_\_\_  
 MARK NADLER, VILLAGE CLERK

(SEAL)



# METRO-AG INC.

*Biosolids Management*

## AGREEMENT

THIS CONTRACT/PROPOSAL made and entered into as of the  
1st day of July, 2023, by and between  
Village of Dupo, IL and Metro-Ag Inc. an Illinois Corporation, whose mailing  
address is 550 North Second Street, P.O. Box 231, Breese, IL 62230, (hereinafter  
called CONTRACTOR, which term shall include its successors and assigns),

WITNESSETH:

IN CONSIDERATION of the following covenants and agreements,  
Village of Dupo, IL and the CONTRACTOR hereby mutually agree to bind  
themselves as follows:

### SECTION I – SCOPE

The CONTRACTOR shall provide transportation and approved sites for  
the removal and satisfactory agricultural land utilization of  
Village of Dupo, IL.

Residuals generated from their wastewater/water treatment plant at  
Village of Dupo, IL.

550 N. Second Street

Breese, IL 62230

618.526.2341

Fax: 618.526.2351

www.metroag.com

Exhibit "A"

## SECTION II – CONTRACTOR OBLIGATIONS

The CONTRACTOR, in executing the contract for agricultural land utilization shall adhere to the following:

1. Maintain an adequate inventory of farmland for Village of Dupo, IL residuals, regulatory approvals and landowner agreements for agricultural land application in accordance with and in conformance to all applicable Federal, State, and local laws, ordinances, rules and regulations.
2. Provide all material, fuel, tools, equipment, services, supervision and labor to land apply Village of Dupo, IL residuals.
3. Maintain the integrity of all public and private property onsite as it pertains to the project scope.
4. Provide Village of Dupo, IL with copies of all correspondence and other communications pertaining to the Residual management and utilization program.
5. Employ “state of the art” land application methods approved by the United States Environmental Protection Agency and I.E.P.A.
6. Develop and implement record keeping and reporting programs that comply with I.E.P.A and/or regulatory requirements.
7. If necessary develop and implement Public Relations programs as beneficial to the community in general.
8. Develop and implement an environmental safeguard and safety plan for the project.
9. Provide proof of liability insurance.

### SECTION III – INSURANCE

Prior to commencing work under this contract, the CONTRACTOR shall submit a certificate of insurance that all of the insurance below has been obtained.

- a. Worker's Compensation in accordance with the laws of the State of Illinois.
- b. Comprehensive general and automobile liability insurance to include premises operations and subcontractors. The coverage will be in the amount of \$1,000,000.00 for property damage and personal injury.
- c. Indemnify and hold Metro-Ag Inc. harmless from all damages, claims or causes of action arising from the utilization of residuals generated by Village of Dupo, IL.

### SECTION IV – PAYMENT

The CONTRACTOR shall provide a verifiable accounting to the Village of Dupo, IL, for dry tons/gallons of residuals applied at the Contractor's site. The Contractor shall submit invoices and be paid within 30 days for dry tons /gallons transported and applied. Discounts may be applied in certain cases for early payments. An interest charge of 2% per month over 30 days.

### SECTION V – RECORD KEEPING

The CONTRACTOR shall maintain records and submit summary reports by the end of the calendar year. Reports will include:

1. Number of loads transported and applied on the Contractor's utilization sites.
2. Cumulative gallons/dry tons applied at each utilization site.
3. Landowner's Name, address & phone number
4. Location of site.
5. Expected crop to be grown.

6. Metal Loading Rates.

SECTION VI – LEGAL ADDRESS

The address given in the Proposal is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to the Contract Administrator. The legal address is as follows:

Metro-Ag Inc.  
550 North Second Street  
P.O. Box 231  
Breese, IL 62230

SECTION VII – FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performances of such obligations is delayed, hindered or prevented by any cause, which is beyond the reasonable control of such party (Hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: delays such as war (declared or undeclared), blockades, hostilities, revolution, riots, strikes, lockout or other labor disturbances, epidemics, fire storm, delay or interruption in transportation, or any law, regulations or ordinance of any government, governmental agency or court having or claiming to have jurisdiction over any part of the services, including laws, regulations or ordinances pertaining to the protection of the environment, or obtaining permits required by any such government, governmental agency or court, or any other cause (Whether or not of kinds specifically mentioned herein) that is not reasonably within control of the party claiming Force Majeure.

Either party hereto shall give notice promptly within seven (7) calendar days of the nature and extent of any Force Majeure claimed to delay, hinder or prevent

performance of the service under this Contract or any negotiated Change and Order.

SECTION VIII – TERMINATION OF CONTRACT

The CONTRACTOR and/or Village of Dupo, IL shall have the option to immediately terminate this agreement if:

The CONTRACTOR is unable to legally utilize said Residuals due to a change in Federal, State or Local Laws. The said Residuals become impure or otherwise unsuitable for utilization by the CONTRACTOR by any reason of the act or omission of third party, and through no fault of either party to this agreement. Contractor expressly waives the applicability of this provision unless the condition of said Residuals is materially inconsistent with the description and analysis Village of Dupo, IL previously has provided to the CONTRACTOR.

SECTION IX – FINAL AGREEMENT

It is further agreed that Village of Dupo, IL will pay therefore the price named and set forth in this contract.

*Metro-Ag will remove, transport and land apply lime residuals, on land owned by the Village of Dupo, from the WTP for \$18.97 per cubic yard. Guaranteed minimum of 2 cells per visit. This is a two year contract.*

City to provide power if needed.

SECTION X – ASSIGNMENT OF CONTRACT

Village of Dupon, IL shall have the right to assign this Contract to any successor in interest to the subject utilization and disposal contract. The CONTRACTOR hereby consents to said assignment, provided that the Assignee provides timely written confirmation to the CONTRACTOR that it accepts all obligations of hereunder. This contract will expire on June 30, 2025.



IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals.

Dated the day and year first herein written.

Date: Aug. 7, 2023

Owner:  
(By [Signature] MAYOR  
(Attest: [Signature] TRUSTEE

Metro-Ag Inc.  
550 North 2<sup>nd</sup> Street  
Suite 202  
Breese, IL 62230

Date: 7/10/23

(By Mary Jo Kramer V.P.  
Brian L. Kramer and/or Mary Jo Kramer  
(Attest: Carmel Kramer