

Public Input
4-7-14

14-464

AGREEMENT

This Agreement by and between the City of Manitowoc, Wisconsin, a municipal corporation ("City") and the Town of Manitowoc Rapids, a Wisconsin town ("Town").

PREAMBLE

The City of Manitowoc produces biosolids as a byproduct of its Wastewater Treatment Facility. Some of the biosolids are currently hauled and deposited upon private lands in the Town of Manitowoc Rapids. The Town and the City have negotiated this Agreement in order to provide the Town with compensation for the use of its roads by vehicles which transport biosolids to farms.

The parties hereto agree as follows:

1. Term: This Agreement shall take effect as of January 1, 2013, and is intended to replace and supersede a previous Agreement between the parties dated March 12, 2008. Either party may give notice to the other on or before July 1 of each year of the Agreement that they wish to terminate the Agreement on December 31 of that year. Otherwise, the Agreement shall terminate on December 31, 2017.
2. Compensation: The City shall pay to the Town of Manitowoc Rapids a fee in the amount of \$0.00162 per gallon of biosolids disposed of within the Town of Manitowoc Rapids in the year 2013. The compensation rate of \$0.00162 per gallon shall be increased by 3% per year during the term of the Agreement. Payment will be made to the Town on an annual basis. Payment will be made by February 28 for the previous calendar year.
3. Use of Roads: Subject to the terms and conditions of this Agreement, the Town agrees to permit the City and any of its contractors to utilize Town roads to transport biosolids for disposal.
 - A. As in the past, a representative of the City shall continue to consult with a designated representative of the Town concerning the routes to be taken by trucks hauling biosolids from the City's Wastewater Facility.
 - B. The City agrees to obey all the legal load limits. The Town agrees to lift load limits in good faith when they are no longer necessary for reasonable protection of Town Roads.
 - C. The compensation payable pursuant to paragraph 2 shall be treated as full compensation from the City to the Town for the use of Town roads hereunder.

4. Application of Biosolids: The application of biosolids to property in the Town shall be made in compliance with any and all applicable State or federal statutory regulations, including but not limited to regulations of the Wisconsin Department of Natural Resources.
5. Liability: The City shall hold the Town and its officers harmless from any liability arising out of the biosolids deposited by the City on properties within the Town properties resulting from the gross negligence or willful misconduct of the City and shall indemnify the Town for all costs incurred regarding any such claim of liability.

Dated this 14th day of March, 2014

City of Manitowoc

Town of Manitowoc Rapids

By: _____

Justin Nickels, Mayor

By: David Korte

David Korte, Town Chairperson

Attest:

Jennifer Hudon, City Clerk

Attest:

Jessica Backus
Jessica Backus, Clerk/Treasurer

