



**Invitation to Bid**  
**City of Kodiak Compost Facility Operator**  
**November 4, 2022**

**Owner:** City of Kodiak  
710 Mill Bay Road, Room 114  
Kodiak, AK 99615  
Phone: 907.486.8640

**Invitation to Bid**

# ITB REQUIREMENTS

## Overview

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The City of Kodiak is accepting sealed bids from qualified contractors for an initial two-year contract to operate the City of Kodiak Compost Facility at 855 Monashka Bay Road, Kodiak, AK 99615.

The City owns and maintains a compost facility, located on Monashka Bay Road adjacent to the Kodiak Island Borough Landfill, that composts biosolids. Dewatered biosolids are generated at the City of Kodiak Wastewater Treatment Plant. Dewatered cake is dumped within a 3-sided bunker. Mixing of dewatered cake and wood chips is conducted inside the mixing building using a stationary batch mixer. The initial mix is moved with an elevating conveyor into a covered three-sided bin for pick-up by front-end loader for transfer to the composting bins.

Composting occurs in three covered compost bins. The bins have an asphalt pad upon which two perforated plastic pipes and associated fan is placed to provide aeration for process and odor control. A 21-day retention time comprises the active composting phase of the operation. Three additional bays of equal size allow three weeks of additional curing under aeration. Aeration is continuous for the duration of the composting process. Screening of the finished compost is done using a portable screen to recycle wood chips back into the compost process and produce a high quality compost product.

The compost end product exceeds USEPA and Alaska DEC requirements for a Class A Exceptional Quality material including regulatory requirements for pathogen reduction, stability and contaminant concentrations for metals. The product is humus-like and can be applied as a soil conditioner to gardens, food and feed crops, used in landscaping such as for lawns and athletic fields and for erosion control in roadway and other construction activities.

For the past several years, the compost facility has been operated by an independent contractor. The City supplies all materials and equipment excluding Personnel PPE. The contractor performs all operational services. The City desires to award a contract for two years' operation of the facility, with a two-year extension at the City's option.

There will be a mandatory pre-bid meeting in the City of Kodiak on Tuesday, November 21, 2022. Bids will be accepted only if the bidder attends the meeting.

The deadline for submission of sealed bids is December 20, 2022 at 2:00 p.m. local time. Shortly thereafter, Bids will be opened publicly. Bids not timely received will not be considered and will be returned unopened. Questions of fact regarding unforeseen circumstances such as weather, delay of mails, etc. that affect legitimate timely receipt of an otherwise responsive bid will be decided by the City of Kodiak.

The City intends to award a contract based on the lowest responsive bid received from a responsible bidder. The selected bidder shall enter into a written agreement for the services, substantially in the form of the contract contained herein. The City reserves the right to reject any or all bids and waive any minor irregularities. Should no acceptable bids be received, the City may negotiate with one or more bidders.

Bids may be withdrawn by written or facsimile request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid does not confer the right for the withdrawal of the bid after it has been opened. Any bidder who believes a contract has been improperly awarded may file a protest no later than five calendar days from the date the Notice of Intent to award is issued. Any protest shall be in writing, shall be filed with the City Clerk, and shall specify the reasons the bidder feels the Notice of Intent to Award was improper. The City shall notify all bidders of the filing of the protest within two working days after the protest is filed. The City Manager shall hold an informal hearing at which all interested persons may participate no later than five working days after the protest is filed. The City Manager shall issue a written decision on the protest no later than 24 hours after the conclusion of the informal hearing. The decision of the City Manager shall be final.

## Contact Information

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Except at the pre-bid meeting, all questions regarding this ITB shall be made in writing and be directed to City Manager Mike Tvenge at [mtvenge@city.kodiak.ak.us](mailto:mtvenge@city.kodiak.ak.us) or:

Sterling Lewis, Public Works Director  
2410 Mill Bay Road  
Kodiak, Alaska 99615  
907-486-8062

## Pre-Bid Meeting, Bid Preparation, & Submission

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A mandatory pre-bid meeting will be held in the City of Kodiak on November 21, 2022 at 2410 Mill Bay Road beginning at 9 am. The purpose of the meeting is to familiarize potential bidders with the City's unique needs, resources, and the compost facility. Interested parties may present oral questions.

Bidders shall submit sealed Bids, containing one original paper copy and one complete digital copy, for furnishing all labor for performing all services described in this ITB. **Bids must be received no later than 2:00PM, local time, on December 20, 2022.** Bids received after this time will not be considered. Bids shall be provided on the Bid Form provided in this ITB.

Bids shall be submitted to following address:

City of Kodiak  
COMPOST FACILITY OPERATOR BID  
710 Mill Bay Road, Room 114  
Kodiak, Alaska 99615

Bids shall be sealed, and clearly marked as such on postmarked outside envelope. It is the responsibility of the Bidder to ensure timely delivery of the Bid. All costs related to the preparation, completion, and submittal of Bids, interviews, meetings, negotiations, and all other costs related to this ITB are the sole responsibility of the Bidder. All Bids are submitted at the ITB participant's own free will. Bidders will not be reimbursed for any cost associated with responding to this ITB.

## Bid Contents

Bids shall be concise and shall include only information that directly relates to this ITB and helps enable the Owner to evaluate the Bidder's qualifications. To achieve a uniform review process and obtain maximum level of comparability, Bids shall be organized as specified below:

- a. **Introductory Letter** – An introductory letter expressing an interest in performing the work and understanding the requirements of this ITB should be included. The introductory letter should be addressed and labeled as follows:

Tvenge, City Manager  
City of Kodiak  
710 Mill Bay Rd. Room 114  
Kodiak AK 99615

- b. **Qualifications** – Describe, in sufficient detail, the Bidder's key personnel (include a brief resume) and experience, qualifications, relevant to the services detailed in this ITB. List all lawsuits and complaints filed against Bidder within the past three years.
- c. **References** – Include the name, address, and contact person of at least two customers to whom contractor has provided services under a contract with a term of one year or longer. It is the intent of the City to contact such references to assess the level of satisfaction services rendered.
- d. **Completed Bid Form.**

## Schedule

The following dates have been established for the issuance, receipt, and the evaluation of bids as well as contract award and commencement of the services:

Description	Completion Date
ITB issued	November 4, 2022
Pre-bid meeting	November 21, 2022
Written question deadline	December 6, 2022
Bids due	December 20, 2022
Notice of Intent to Award	January 13, 2023
Protest Period	5 Days
Execution of Contract	January 23, 2023
Commencement of Services	February 1, 2023

## Basis for Bid

Bidders, on the bid form provided, shall bid the monthly compensation for the Contract. The amount bid shall be full and complete **monthly** compensation for all services required by the Contract and as described in this ITB and shall remain unchanged for the initial two-year term. The Contract grants the City a two-year renewal option. If the City exercises the option, monthly compensation for the two-year renewal term shall be 110% of the **monthly** amount bid.

## Bid Review Process and Criteria

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An Administrative committee will be appointed by the City Manager. The Administrative committee will review bids to determine responsiveness, bidder responsibility, and lowest responsive bid from a responsible bidder.

## Bidder Qualifications

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All bidders shall be duly qualified to do business in the State of Alaska and City of Kodiak and to perform the required services. Bidders shall not be delinquent in the filing of any City tax returns or in the payment of any sums owed to the City, except those subject to a good-faith dispute. Bidders shall not have defaulted on any contract with the City of Kodiak, the State of Alaska, or any political subdivision thereof, within the preceding three years. Bidder shall have adequate and sufficient experience and resources to competently perform the services. The City may determine the adequacy of experience and resources based on information contained in the Bid, references, and any other reasonable reliable information available to the City.

## Description of Services

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The services to be performed by the contractor are set forth in the Form of Contract contained in this ITB, including Exhibit A thereto, Solid Waste Permit No. SWZA060-25. The City shall provide all reasonably necessary equipment and materials. The City, not contractor, shall be responsible for delivery of biosolids to the facility.

All questions related to the services shall be made at the pre-Bid meeting or submitted in writing as set forth in this ITB.

## Non-Collusion

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By submitting a bid to the City under this ITB, the Bidder certifies that it has not divulged, discussed or compared its bid with any other Bidder and has not colluded whatsoever with any other Bidder or parties with respect to this bid.

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ITB Continues with Bid Form and Form of Contract

**Bid Form**

TO: Mike Tvenge, City Manager  
City of Kodiak  
710 Mill Bay Rd. Room 114  
Kodiak AK 99615

If selected, I agree to perform all services in accordance with the Contract for \$ \_\_\_\_\_  
( \_\_\_\_\_ ) per month of the Term. Bid amount  
Bid Amount Written Out

In submitting this Bid, I agree:

1. I have fully read all contents of this ITB, including the Form of Contract, and understand all requirements.
2. To hold my Bid open for 60 days.
2. To accept and comply with the provisions of the Invitation to Bid.
3. To enter into and execute the Contract, if awarded, on the basis of this Bid.
4. To accomplish the work in accord with the Contract.
5. That the City of Kodiak reserves the right to waive any informality or to reject any or all bids.

The undersigned acknowledges receipt of the following addenda to the ITB (give number and date of each):

Addendum	_____	Date	_____	Initial	_____
Addendum	_____	Date	_____	Initial	_____

\_\_\_\_\_  
Company (Print)

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Telephone

**CITY OF KODIAK  
Technical Service Agreement  
Operator for Kodiak Compost Facility**

THIS AGREEMENT is entered into this \_\_\_\_ day of December, 2022 by and between the CITY OF KODIAK (“City”) and [Contractor].

WITNESSETH THAT:

WHEREAS, City desires a Contractor to be the lead operator of the Kodiak Compost Facility;

WHEREAS, City issued Invitation to Bid No. \_\_\_\_\_ for bids on a contract for such services;

WHEREAS, Contractor was awarded the contract to be the lead operator of the Kodiak Compost Facility;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. **Retention of Contractor.** Contractor agrees to provide technical services in accordance with the provisions of this Agreement. A written description of the work to be performed is set out in the attached exhibit, a copy of which is attached hereto and incorporated by reference.
2. **Scope of Services.** The scope of services in **Exhibit A** (Solid Waste Permit No. SWZA060-25) describes and defines the services and responsibilities. Contractor shall exercise independent professional judgment in performing its obligations and responsibilities under this Agreement. Contractor services shall be available upon execution of the Agreement by City. Contractor shall perform the tasks as set forth in **Exhibit A**. Contractor shall also attend or otherwise learn all necessary training required for effective Compost facility operations, including safety training, operating training, and environmental awareness.
3. **Term & Renewal.** This term of performance of this Agreement begins February 1, 2023, and ends January 31, 2025 (“Initial Term”). City, at its sole option, may extend the term for an additional two years, with such extension term, if elected by City, to commence on February 1, 2025 and ending on January 31, 2027 (“Renewal Term”).
4. **Performance.** Contractor agrees to perform the work on a non-exclusive basis, when requested, as described in the Scope of Services at Exhibit A. Contractor will not perform any work or incur any expense other than for its services included in the Scope of Services in Exhibit A without the prior written approval of City.
5. **Contractor Compensation.** City shall pay Contractor for the services under this Agreement at \$ \_\_\_\_\_ per month for the duration of the Initial Term. For the Renewal Term, if any, City’s monthly payment to Contractor for the services shall be an amount equal to 110% of the monthly compensation for the Initial Term. Contractor shall invoice City monthly and City shall pay such proper invoices within 30 days of receipt.

6. **Labor.**
  - a. City shall provide operational oversight to assist Contractor. Use of City personnel will be coordinated by the Public Works Director. Operations after normal business hours will be avoided unless deemed necessary and appropriate by the Public Works Director.
  - b. Contractor will communicate with City personnel on a regular basis. Communication protocols should be established to ensure a successful transition and performance of work for City.
  - c. As a safety precaution, Contractor agrees to not perform operations without sufficient personnel (minimum two) to assist in such activities.
  - d. City-owned equipment shall remain at the compost facility premises at all times unless otherwise authorized by the Public Works Director or designee.
7. **Independent Contractor Status.** In performing under this Agreement, Contractor acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.
8. **Assignment & Subcontracting.** Contractor is selected for its expertise in operating the Compost facility and, therefore, shall not assign any of the duties of this Agreement without the prior written consent of City, which City may withhold at its sole discretion. Contractor may not subcontract its performance under this Agreement without prior written consent of City, which City may withhold at its sole discretion.
10. **Designation of Representative.** For the purposes of this Agreement, City shall be represented by and may act only through the City Manager or Deputy City Manager or such other person as he/she may designate in writing, except where this Agreement expressly authorizes action by the Public Works Director.
11. **Ownership and Use of Documents.** All pertinent calculations, reports, data and other documents prepared for City hereunder are the property of City and City shall have the right, without payment of additional compensation, to disclose, reproduce and use, and to authorize others to disclose, reproduce and use such documents for projects worked on.
12. **Performance Standard.** Services performed under this Agreement shall be in accordance with public sector administration requirements and Best Management Practices and shall comply with all applicable codes and standards.
13. **Compliance with Applicable Laws.** Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, order, rules and regulations applicable to its performance hereunder.
14. **Records and Audit.** City, in cooperation with Contractor, agrees to maintain sufficient and accurate records as required in Exhibit A and shall be provided in a timely fashion to City for its record keeping.
15. **Notices.** Official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, addressed as below. The addresses specified may be changed by either party by giving written notice thereof to the other party.



To City:

Kodiak City Manager  
Mike Tvenge  
710 Mill Bay Rd, Room 114  
Kodiak, Alaska 99615

To Contractor:

16. **Venue/Applicable Law.** The venue of any legal action between the parties arising as a result of this Agreement shall be laid solely in the Superior Court of the State at Kodiak, Third Judicial District and this Agreement shall be interpreted in accordance with the laws of the State of Alaska.
17. **Attorney's Fees.** In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal there from.
18. **Waiver.** No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.
19. **Binding Effect.** The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.
20. **Entire Agreement/Modification.** This agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.
21. **Indemnity.** Contractor agrees to indemnify, defend, and hold City of Kodiak and its administrators, officers, agents, employees, volunteers and servants harmless from and against any and all claims, demands, actions, losses, expenses, and liabilities for, or related to, loss of or damage to property or injury to or death of any person relating to or arising or resulting in any way from the performance by Contractor or any of its Subcontractors under the Agreement, or the WORK or SERVICES provided or the condition or use thereof, regardless of any negligence of the City of Kodiak or their respective agents or employees, excepting only such loss, damage, injury or death which results solely from the negligence or willful misconduct of the City of Kodiak.
22. **Insurance.** Contractor shall carry, at their sole expense, shall procure and maintain the following insurance:
- a. *Minimum Scope of Insurance*
- (1) Commercial General Liability with a limit of \$1,000,000 per occurrence and/or \$2,000,000 per aggregate, personal injury, bodily injury and property damage.
- (2) Commercial Automobile Liability Insurance
- b. *Minimum Limits of Insurance*
- Contractor shall maintain limits no less than:

(1) Auto Liability:

(A) \$1,000,000 combined single limit per accident for bodily injury and property damage.

c. *Other Insurance Provisions*

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Automobile Liability

(A) The City of Kodiak, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, occupied or used by Contractor, or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City of Kodiak, its Administrator, officers, officials, employees and volunteers.

(B) Contractor's insurance coverage shall be primary insurance as respects to the City of Kodiak, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Kodiak, its Administrator, officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute to it.

(C) Contractor's insurer shall agree to waive all rights of subrogation against City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by Contractor or any subconsultant for City.

(2) Employer's Liability

Contractor's insurer shall agree to waive all rights of subrogation against the City of Kodiak, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by Contractor or any subcontractor for the City of Kodiak.

(3) All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City of Kodiak. Such notice shall be mailed by Contractor's insurer(s) to the attention of the City of Kodiak City Manager.

(A) Workers Compensation as required by Alaska Law.

d. *Acceptability of Insurers*

Insurance is to be placed with insurers with a Best's rating of no less than A-

e. *Verification of Coverage*

Contractor shall furnish the City of Kodiak with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City of Kodiak, or which meet industry standard. The City of Kodiak reserves the right to require complete, certified copies of all required insurance policies, at any time.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

**CITY OF KODIAK**

**CONTRACTOR**

\_\_\_\_\_  
Mike Tvenge, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michelle Shuravloff-Nelson, City Clerk

**EXHIBIT A**

Solid Waste Permit No. SWZA060-25

(This Agreement is not complete without Exhibit A)

# COMPOST WEEKLY TASKS

## MONDAY

Record daily temps

\* Screen completed compost

## TUESDAY

Record temps

Recycle samples (for mixing)

Paperwork for mixing

## WEDNESDAY

Move completed pile to curing

Mix/build new pile

Sample mix

Record daily temps

## THURSDAY

Fill corner with recycle

Clean

Pressure wash

Grease

Record daily temps

## FRIDAY

Record daily temps

\* Push up screened recycle

\* Push up topper

\* Refill topper

Screen

Weekly paperwork

## SATURDAY

Record daily temps

## SUNDAY

Record daily temps

\* Indicates every other week

Figure 5 – Visual Monitoring Checklist

OPERATOR NAME \_\_\_\_\_

DATE \_\_\_\_\_

Temp: \_\_\_\_\_ Rain: (Light/Heavy,etc.) \_\_\_\_\_ Snow Inches: \_\_\_\_\_

Wind MPH: \_\_\_\_\_ Dir: \_\_\_\_\_

✓	Date reviewed	Monitoring	Further Action
		Waste is confined within defined storage areas and containers.	
		Litter has been picked up.	
		Disease vectors and animals are being controlled.	
		Dust, odors and other nuisance factors are under control.	
		Site operations are not causing polluted water run-off.	
		No fires are occurring within stored or treated wastes.	
		Public access routes (if necessary) are safe and unobstructed.	





THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Environmental  
Conservation

DIVISION OF ENVIRONMENTAL HEALTH  
Solid Waste Program

555 Cordova Street  
Anchorage, AK 99501  
Phone: 907.269.7622  
Fax: 907.269.7510  
[www.dec.alaska.gov](http://www.dec.alaska.gov)

**Certified Mail #7019 0140 0001 0058 6415**  
**Return Receipt Requested**

June 12, 2020

Craig Walton  
City of Kodiak  
2410 Mill Bay Road  
Kodiak, AK 99615

RE: Kodiak Biosolids Composting Facility  
Solid Waste Permit No. **SWZA060-25**

Dear Mr. Walton:

The Alaska Department of Environmental Conservation (ADEC) has completed its evaluation of the City of Kodiak permit application for the construction and operation of a sewage solids treatment facility, the Kodiak Biosolids Composting Facility. The facility is located adjacent to the landfill on Monashka Bay Road approximately six miles northwest of the City of Kodiak, within Section 30, Range 19 West, Township 27 South, Seward Meridian. This permit is being issued in accordance with Alaska Statute (AS) 46.03; Title 18, Chapter 15 of the Alaska Administrative Code (18 AAC 15); and the Solid Waste Regulations (18 AAC 60). **Please review the conditions and stipulations in the permit and ensure that they are understood by managers and operators.**

Any person who disagrees with this decision may request an adjudicatory hearing in accordance with 18 AAC 15.195 - 18 AAC 15.340 or an informal review by the Division Director in accordance with 18 AAC 15.185. **Informal review requests** must be delivered to the Division Director, Alaska Department of Environmental Conservation, 555 Cordova Street, Anchorage, AK 99501 within 15 days of the permit decision. **Adjudicatory hearing requests** must be delivered to the Commissioner of the Department of Environmental Conservation, 410 Willoughby Avenue, Suite 303, Juneau, Alaska 99801, within 30 days of the permit decision. If a hearing is not requested within 30 days, the right to appeal is waived. More information regarding submitting a request for an informal review or adjudicatory hearing may be found at [www.dec.state.ak.us/commish/ReviewGuidance.htm](http://www.dec.state.ak.us/commish/ReviewGuidance.htm). Even if an adjudicatory hearing has been requested and granted, all permit conditions remain in effect unless a stay has been granted.

Please contact me at (907) 269-7622 or by email at [lori.aldrich@alaska.gov](mailto:lori.aldrich@alaska.gov) if you have any questions, or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lori Aldrich".

Lori Aldrich  
Regional Program Manager

Enclosure: Permit #SWZA060-25, expiring on June 12, 2025

**STATE OF ALASKA**  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

555 Cordova Street  
Anchorage, AK 99501

**SOLID WASTE TREATMENT PERMIT**

Permit No. **SWXA060-25**

Date Effective: June 12, 2020

Date Expires: June 12, 2025

The Alaska Department of Environmental Conservation (ADEC), under authority of AS 46.03 and 18 AAC 60, issues a solid waste disposal permit to:

**City of Kodiak**  
**Kodiak Biosolids Composting Facility**  
**2410 Mill Bay Road**  
**Kodiak, AK 99615**

and designated representatives for the operation of a facility to treat sewage solids by composting using the static aerated pile method. The compost will be managed, the composting cell temperatures monitored, and the compost analyzed to demonstrate pathogen reduction, vector attraction reduction, and metals concentrations for the Class A Exceptional Quality (EQ) Biosolids exemptions under 40 CFR 503 and 18 AAC 60.510(f). The pathogen reduction requirements ensure that the pathogens have been killed in the treatment process and the vector attraction reduction requirements ensure that the biosolids have been treated to a point to reduce odors and other attraction to animals and insects, which allows for classification as Class A Biosolids. In addition, the finished product is tested for metals to ensure that the material is of sufficient quality to be used in a broad range of applications (EQ). The compost meeting these standards may be distributed as soil amendment, without restriction.

The Kodiak Biosolids Composting Facility is located adjacent to the Kodiak Island Borough landfill on Monashka Bay Road approximately six miles northwest of the City of Kodiak, within Section 30, Range 19 West, Township 27 South, Seward Meridian.

The permit holder shall manage and operate the facility in accordance with:

- 18 AAC 60;
- 40 CFR 503;
- Permit application materials, dated February 25, 2020; and
- Supplemental information in application attachment J.

**In addition, the following permit conditions are required:**

**Specific Conditions**

**FACILITY**

1. Maintain a locking gate at the entrance of the facility to control public access to the site.
2. Post signage at the facility gate identifying the facility name, owner, operator, hours of operation, and emergency phone numbers.



3. Limit sewage solids accepted for treatment to those generated from permitted wastewater treatment facilities. Bulking agents may include wood, paper, cardboard, leaves, or other clean material appropriate for composting.
4. Maintain a separation distance of at least 50 feet from all treated or untreated sewage solids and storage areas to the property line.

### OPERATIONS

5. Perform treatment operations in accordance with the *City of Kodiak, Alaska Composting Facility Operation and Maintenance Manual*, dated November 2015 and application attachment J which shall be appended to the manual.
6. Composted materials may not be removed from the curing area until sampling results confirm pathogen reduction to Class A standards.
7. Any piles of composted material that do not meet all the requirements for Class A EQ biosolids, at any point prior to being distributed, may not be sold, given away, or used without further approval from ADEC to ensure that the use or disposal meets the requirements of 40 CFR 503 and 18 AAC 60.
8. Make information available to compost users that includes:
  - a. The following statement signed by the operator:

*I certify, under penalty of law, that the information that will be used to determine compliance with the Class A pathogen requirements in §40 CFR 503.32(a)(8) and the vector attraction reduction requirement in §40 CFR 503.33(b)(5) was prepared under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate this information. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment.*

- b. The annual biosolids application rate so that the pollutant limits are not exceeded; and
- c. A notice that the compost may not be used for produce certified as organic for purposes of marketing.

### MONITORING

9. All sampling must be performed by qualified personnel, trained in the necessary sampling methods and quality assurance procedures.
10. Sludge Cake must be analyzed annually for Polychlorinated Biphenyls (PCB's) using one, three-point composite, sample collected over a one-week period from three individual sludge loads. If any result contains a concentration greater than one (1) mg/kg PCBs, the material must be disposed at a landfill permitted to accept polluted soil, and according to 18 AAC 60.365.
11. Each unit of finished composted material must be analyzed for fecal coliform or *Salmonella* spp. at least once prior to being sold or given away for use, and results must confirm the material meets Class A standards for pathogens.
12. Each unit of finished composted material must be analyzed for the metals in Table 1 and the concentration (dry weight basis) must be less than the standard for each of the metals.

Table 1

Analyte	Standard (mg/Kg)
Arsenic	41
Cadmium	39
Chromium (total)	1200
Copper	1500
Lead	300
Mercury	17
Nickel	420
Selenium	100
Zinc	2800

13. Quarterly sampling of finished compost product, for fecal coliform or *Salmonella* spp., must include at least 8 individual samples from a range of locations within the core of the pile for each completed and stored unit.
14. Monthly visual monitoring must include monitoring of the unnamed stream for any signs of sediment run off from the facility.

#### REPORTING

15. Each Compost Pile Data Sheet must include the following statement and a signature confirmation of the operator:

I certify, under penalty of law, that the information that will be used to determine compliance with the Class A pathogen requirements in §503.32(a)(8) and the vector attraction reduction requirement in §503.33(b)(5) was prepared under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate this information. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment.
16. Submit an annual report to ADEC and EPA, no later than February 19 of each year and summarizing the compost facility production for the previous calendar year.
  - a. Submit a mid-year report to ADEC summarizing the compost facility production for the first two quarters of the year no later than September 1 of each year.
  - b. Reports to ADEC should include copies of monthly report sheets; notation of any material that did not meet Class A EQ standards, an assessment of why it did not meet standards, how the material was handled; and, a brief narrative describing any significant problems and/or improvements in operations at the facility.

#### CLOSURE & RESTORATION

17. Notify the Department at least ten working days before the sewage solids treatment operations cease and equipment is removed from the site.
18. Ensure that all areas and equipment that have had contact with sewage solids are cleaned and disinfected. This would include front-loader buckets, vehicle tracks or tires, hoppers, belts, or other direct contact areas of solids contact with equipment, as well as areas where untreated solids was stored or spilled.

## General Conditions

1. Access and inspection - The Permittee shall allow the Commissioner or his representative access to the permitted facilities at reasonable times to conduct scheduled or unscheduled inspections or tests to determine compliance with this permit, State laws, and regulations.
2. Information access - Except for information relating to confidential processes or methods of manufacture, all records and reports submitted in accordance with the terms of this permit shall be available for public inspection at the State of Alaska, Department of Environmental Conservation, 555 Cordova Street, Anchorage, AK 99501.
3. Civil and criminal liability - Nothing in this permit shall relieve the Permittee from civil or criminal penalties for noncompliance, whether or not such noncompliance is due to factors beyond his control, including, but not limited to, accidents, equipment breakdowns, or labor disputes.
4. Availability - The Permittee shall post or maintain a copy of this permit available to the public at the disposal facility.
5. Adverse impact - The Permittee shall take all necessary means to minimize any adverse impacts to the receiving waters or lands resulting from noncompliance with any limitation specified in this permit, including any additional monitoring needed to determine the nature and impact of the noncomplying activity. The Permittee shall clean up and restore all areas adversely impacted by the noncompliance.
6. Cultural or paleontological resources - Should cultural or paleontological resources be discovered as a result of this activity, work which would disturb such resources is to be stopped, and the State Historic Preservation Office, Division of Parks and Outdoor Recreation, Department of Natural Resources, is to be notified immediately (907-269-8721).
7. Applications for renewal - In accordance with 18 AAC 15.100(d), applications for renewal or amendment of this permit must be made no later than 30 days before the expiration date of the permit or the planned effective date of the amendment.
8. Other legal obligations - The requirements, duties, and obligations set forth in this permit are in addition to any requirements, duties, or obligations contained in any permit that the Alaska Department of Environmental Conservation or the U.S. Environmental Protection Agency has issued or may issue to the Permittee. This permit does not relieve the Permittee from the duty to obtain any and all necessary permits and to comply with the requirements contained in any such permit or with applicable state and federal laws and regulations. All activities conducted by the Permittee pursuant to the terms of this permit and all plans implemented by the Permittee pursuant to the terms of this permit shall comply with all applicable state and federal laws and regulations.
9. Pollution prevention - In order to prevent and minimize present and future pollution, when making management decisions that affect waste generation, the Permittee shall consider the following order of priority options: waste source reduction; recycling of waste; waste treatment; and waste disposal.

This permit expires **on June 12, 2025** and may be revoked or amended in accordance with 18 AAC 60.260. The permit can be renewed if the facility will operate beyond this date. To avoid expiration of this permit, **a renewal application must be submitted to ADEC at least 30 days before the expiration date**, as set forth in 18 AAC 15.110.



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Lori Aldrich  
Solid Waste Regional Program Manager