

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Aaron S. Reeves, City Administrator ^{AR}

SUBJECT: Sustane Odor Monitoring Project

DATE: December 3, 2013

BACKGROUND

Attached are the proposals to conduct an odor monitoring study on Sustane to determine if there is a problem and if so the details on when the nuisance odors occur. The ultimate goal of the study to identify if there is an issue and then work with Sustane to fix any problems. Sustane has been notified that this study will be occurring and that they will be able to be involved throughout the process.

STAFF RECOMMENDATION

Staff recommends approving the proposals as presented to conduct an odor monitoring study on Sustane Natural Fertilizers.

REQUESTED COUNCIL ACTION

Staff respectfully requests a motion approving the proposals as presented to conduct an odor monitoring study on Sustane Natural Fertilizers.

Quotation *by St. Croix Sensory, Inc.*



Company: **City of Cannon Falls**
 Attn: Aaron Reves and Davre Maroney
 Address: 918 River Road

 City, State: Cannon Falls, MN 55009
 Tel: Aaron Reeves 507-263-9300
 Fax:
 E-mail areeves@cannonfallsmn.gov and dmaroney@cfalls.net

Quotation Reference No: **13310111**
 Date Issued: **06-Nov-13**

Sampling Date(s): N/A
 Lab Evaluation Date(s): N/A

<i>Service Description</i>	<i>Qty</i>	<i>Rate</i>	<i>Total</i>
Participation in Community Odor Management Planning meeting at least 30 days prior to the 'ODOR SCHOOL' training session (3 Hrs)	3	\$200.00	\$600.00
One-Day 'ODOR SCHOOL' training consisting of classroom and field training for community odor investigation	1	\$1,700.00	\$1,700.00
NR001 Nasal Ranger for odor measurements	1	\$1,775.00	\$1,775.00
NR0046 Extra Nasal Ranger nasal mask for a second user	1	\$159.00	\$159.00
Odor Track'r odor inspection data base program membership (1 yr) for odor survey and odor investigation data reporting and mapping	1	\$1,475.00	\$1,475.00
			\$5,709.00

Prepared by: Donna McGinley

All prices in U.S. Dollars

Terms: Net 30

Comments:

7% discount off services if payment is made by credit card at time of order.

A service charge of 1.5% per month, 18% APR, will be added to balances over 60 days old. Please read the *Laboratory Services Terms & Conditions*.

Quote good for 60 days & Confidential



12445 55th Street North | Suite A2 | Lake Elmo, MN 55042 | P (651) 275-9900 | F (651) 351-3987

trinityconsultants.com



VIA E-MAIL: AReeves@cannonfallsmn.gov

November 15, 2013

Mr. Aaron Reeves
City Administrator
City of Cannon Falls
918 River Road
Cannon Falls, MN 55009

RE: *Trinity Consultants Proposal to Provide Odor Assistance to the City of Cannon Falls
Proposal # 132401.0113*

Dear Mr. Reeves:

This letter summarizes Trinity Consultants, Inc.'s (Trinity's) proposal to assist the City of Cannon Falls (City) with odor monitoring in support of an odor survey project for the area surrounding an identified odor source in the community, Sustane Natural Fertilizer (Sustane), located in Cannon Falls, Minnesota.

BACKGROUND

Sustane operates a turkey manure drying facility in an industrial park in Cannon Falls, Minnesota. The City has received complaints from neighboring community businesses in the same industrial park (employees go home early, reportedly experiencing symptoms such as burning eyes, nausea, etc.). The complainants attribute these symptoms to Sustane. In addition, the city proper can also detect odor that they believe originates from Sustane during certain meteorological conditions. The City wants to investigate the odor impacting the community and has requested assistance conducting an odor monitoring study. The City met with Chuck McGinley (of St. Croix Sensory) and Trinity Consultants to discuss the proposed work scope and their capabilities to assist in the odor monitoring study.¹ As a result of this meeting, Trinity has developed this proposal. The following sections outline the benefits in selecting Trinity to assist the City in completing this work along with Trinity's proposed work scope, budget, staffing, and timing to assist the City in completing their odor monitoring study.

BENEFITS IN SELECTING TRINITY

Trinity built its reputation for excellence on air quality services. Founded in 1974, Trinity is an international environmental consulting firm with more than 800 clients in all 50 states and abroad. With each new project, our goal is to exceed expectations so that our clients turn confidently to Trinity when faced with additional air quality challenges. We have never wavered in our commitment to top-notch air quality consulting and providing accurate, timely, and professional services for our clients.

¹ Meeting between Aaron Reeves and Dave Maroney, City of Cannon Falls; Chuck McGinley, St. Croix Sensory; Will Backus, Trinity Consultants, on October 30, 2013.

Trinity's Minneapolis office, located in Lake Elmo, Minnesota, has close proximity to Cannon Falls. The City can expect wide-ranging benefits from selecting Trinity in reaching its odor monitoring survey objectives. These benefits include:

- **Air Quality Focus:** By choosing Trinity to assist the City in its odor monitoring efforts, the City will tap into Trinity's 39 years of experience listening to our clients, evaluating scenarios, and developing/implementing strategies for achieving environmental objectives. Air permitting remains the cornerstone of our business, and our staff of air quality experts is one of the largest in the country. We have completed more than 5,000 air permitting projects in the last 10 years. We address compliance issues early in the process, ensuring a reasonable, cost-effective approach to ongoing compliance demonstration. Our air quality focus has brought us to the table with state agencies on various occasions. Our regular course and luncheon seminar presentations in Minnesota, focused on air quality compliance management, demonstrate our extensive regulatory experience and insights in air quality regulations in Minnesota's implementation policies.
- **Odor Experience:** Odor is an extension of Trinity's air quality permitting and compliance experience, the foundation around which Trinity has built its reputation for service. With offices nearly next door to one another, Trinity's Minneapolis office and St. Croix Sensory have enjoyed a healthy working relationship and together have had the opportunity to provide odor monitoring and modeling services to clients within the Twin Cities metropolitan area. Related service areas include odor sensitivity testing and managing and responding to odor complaints. Two consultants, Ms. Angie Wanger and Mr. Will Backus, attended St. Croix Sensory's Odor School in September 2012, taught by Chuck McGinley. Ms. Wanger and Mr. Backus have trained consultant Mr. Alex Mentzer to also conduct odor monitoring. Due to their varied odor services experience, these consultants are national resources within Trinity.²

WORK SCOPE

Trinity proposes the following tasks to assist the City with the odor monitoring study.

Task 1. Gather background information

In the initial meeting between the City, St. Croix Sensory, and Trinity Consultants, the City expressed that they were uncertain under which permits Sustane operates. Therefore, Trinity will obtain permit records from the Minnesota Pollution Control Agency (MPCA) to better understand the facility process/operations at Sustane. Trinity will seek this information from the Records Department and will attempt to obtain any air and stormwater permits. This task will be completed in advance of the face-to-face meetings detailed in Tasks 3 and 4.

Task 2. Develop odor monitoring protocol

Trinity will develop an odor monitoring protocol using a generic odor monitoring protocol example co-developed with St. Croix Sensory as a starting point. This odor monitoring protocol will be used by the odor monitoring team members during the odor monitoring study, outlining the steps necessary to ensure standardized data is collected and recorded by all team members. This odor monitoring protocol will be used and refined in the face-to-face meetings detailed in Tasks 3 and 4.

² Mr. Backus recently presented *Best Practices for Addressing Odor* at the A&WMA/CSWEA Conference on the Environment on November 12, 2013. Ms. Wanger is slated to teach a new Trinity course offering *Fundamentals of Odor: Measurements, Modeling, and Minimization* in 2014.

Task 3. Community odor management planning meeting

In order to identify the outcomes of the odor monitoring study, a community odor management meeting is proposed. At a minimum, this meeting will include individuals from the City, St. Croix Sensory, and Trinity Consultants. Consultant Mr. Backus and/or Senior Consultant Ms. Wanger will participate in the odor management planning meeting. For the purposes of this proposal, Trinity predicts the meeting duration is three hours, includes both Mr. Backus and Ms. Wanger, and accounts for travel to/from the City.

Task 4. Odor school/work session

To ensure adequate coverage during the odor monitoring study (Task 5), Trinity will send two consultants to participate in odor school and the work session in Cannon Falls. After the conclusion of odor school, Trinity will meet with the odor monitoring team to determine odor monitoring locations and schedule for the odor monitoring study. These odor monitoring locations and schedule will be incorporated into the odor monitoring protocol developed in Task 2. After determining the odor monitoring locations, the odor monitoring team will conclude the odor school/work session by conducting odor monitoring and receiving a tutorial from Chuck McGinley and Trinity on how to use odor track'r™, St. Croix Sensory's odor reporting software (which will be used to document odor monitoring observations). Travel time to/from the City is included in the project budget.

Task 5. Conduct odor monitoring (Seven sessions)

Based on initial discussions between the City, St. Croix Sensory, and Trinity Consultants, Trinity has budgeted one consultant to participate in seven additional odor monitoring sessions (in addition to the first odor monitoring session completed in Task 4). Trinity will participate in these odor monitoring sessions alongside the City odor monitoring team members. Odor monitoring is dependent upon weather conditions; therefore, the odor monitoring schedule developed in Task 4 will incorporate backup dates/times for odor monitoring. Trinity will confirm with the City's odor monitoring team members (via phone or email) whether odor monitoring will occur during the pre-determined date and time. For the purposes of this proposal, Trinity assumes one of the two consultants who participated in the odor school/work session will complete the odor monitoring sessions. Travel time to/from the City is included in the project budget.

Task 6. Compile odor monitoring report

Trinity will develop an odor monitoring report which summarizes the odor monitoring results from the odor monitoring study. Trinity will extract information from the odor track'r™ database for the contents of this report. The scope of this report will be discussed during the odor management planning meeting (Task 3); however, Trinity assumes a nominal amount of hours to complete the report (12 hours for consultant, 4 hours for reviewer). A single, final report will be provided electronically to the City. The odor monitoring protocol will be included as an attachment to this work product.

PROJECT BUDGET, TEAM AND SCHEDULE

Trinity can perform this scope of work (Tasks 1-6) for an estimated cost of \$14,200. Actual charges will be determined on a time and materials basis, incorporating Trinity's current rate schedule. Trinity proposes to staff this project with consultant Mr. Backus. The second (or back-up) will be a consultant from the Minneapolis office. Ms. Wanger will be available in an advisory role for this project based on her experience with other odor projects for Twin Cities metropolitan area clients.

Based on discussions with St. Croix Sensory, Trinity agrees to the proposed project timeline suggested in the St. Croix Sensory quotation provided to the City on November 6, 2013 (these tasks will be initiated in the months listed below):

Tasks 1 and 2	February 2014
Task 3	March 2014
Task 4	April 2014
Task 5	April-May-June 2014

The odor monitoring summary report (Task 6) will be completed within 30 days of the conclusion the odor monitoring survey (Task 5). Note that Trinity has not included time to provide assistance documenting or responding to odor complaints. Further, Trinity has assumed that the odor monitoring team members are all responsible for uploading their own odor monitoring observations into odor track'r™ (i.e., Trinity will not be responsible for uploading odor monitoring observations from non-Trinity personnel into odor track'r™). Alternatively, if the City is interested in Trinity performing either of these out of scope tasks (or others not mentioned in this proposal), a separate quotation can be provided upon request.

Work can commence after Trinity receives written approval (signed Work Authorization or Purchase Order number). A Work Authorization is provided for the City's convenience. The Work Authorization can be adjusted if the City wants to add to (or adjust) the work scope in this proposal.

Thank you again for the opportunity to provide this proposal. If you have any questions or comments about the information presented in this proposal, please do not hesitate to call me at (651) 275-9900 x4.

Sincerely,

TRINITY CONSULTANTS



Angela Wanger
Senior Consultant

Attachment

cc: Mr. Dave Maroney, City of Cannon Falls
Mr. Will Backus, Trinity Consultants

ATTACHMENT 1

Work Authorization

Trinity Proposal #: P132401.0113
Contract/MSA #:

Date: November 15, 2013

Project # and Title: Odor Assistance

Consultant: TRINITY CONSULTANTS, INC.
 12445 55th St. N., Ste. A2
 Lake Elmo, MN 55042
 (651) 275-9900 x4
 Angie Wanger
 awanger@trinityconsultants.com

Client: CITY OF CANNON FALLS
 918 River Road
 Cannon Falls, MN 55009
 (507) 263-9300
 Aaron Reeves
 areeves@cannonfallsmn.gov

Budget: \$14,200

Scope of Work:

- Tasks 1-6 as described in the proposal dated November 15, 2013.

Terms and Conditions: The terms and conditions attached constitute a part of this Agreement unless superseded by an executed Master Service Agreement and/or Contract previously signed by Client and Consultant.

Client hereby authorizes Consultant to start services upon receipt of this Authorization. Client agrees to reimburse Consultant in accordance with monthly invoices.

 Client

 Client Representative Signature

 Client Representative

 Title

 Date

TRINITY CONSULTANTS, INC.

 Consultant



 Consultant Representative Signature

Angela Wanger

 Consultant Representative

 Senior Consultant

 Title

 November 15, 2013

 Date

STANDARD TERMS AND CONDITIONS

- (1) Acceptance This order, of which these terms and conditions are an integral part, shall become a binding contract when accepted by Client's acknowledgment of the commencement of performance hereof. No revisions to this order shall be valid unless in writing and signed by an authorized representative of Consultant; and no conditions stated by Client in accepting or acknowledging this order shall be binding upon Consultant unless expressly accepted in writing by Consultant.
- (2) Payment Compensation for Consultant's services to Client shall be payable for each project as stated in the Consultant's Price Schedule. Invoices for services performed and not previously billed shall be submitted to Client monthly by Consultant. Payments are due thirty (30) days after invoice date. Overdue invoices are subject to interest at the rate of eighteen per cent (18%) per annum. Consultant shall have the right to suspend its work performance when, in its sole opinion, any uncollected accounts receivable have aged to a point it considers severely delinquent. Payments to the Consultant shall be made as follows: Trinity Consultants, Inc., P.O. Box 972047, Dallas, TX 75397-2047, Attention: Accounts Receivable, collections@trinityconsultants.com. Consultant also accepts ACH payments as well as Visa, Mastercard and AMEX payments.
- (3) Changes Client shall have the right at any time to make changes in the drawings, designs, specifications, materials, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Billings to Client shall incorporate the effect of any such changes.
- (4) Assignments Any assignment of this Agreement, in whole or in part, or of any interest hereunder by one party without the other party's prior written consent shall be void.
- (5) Termination Except as otherwise provided in this Agreement, if either party breaches any material terms, conditions, or covenants of this Agreement and such breach continues for 15 days after notice thereof by the other party requiring that such breach be cured or corrected and stating its intention to terminate this Agreement if there is no cure or correction, then, in addition to all other rights and remedies of the non-breaching party, at law or in equity or otherwise, this Agreement shall be terminated at the expiration of such 15-day period if there has been no cure or correction. If this Agreement is terminated under said conditions, Consultant shall be entitled to payment, within 15 days of such termination, for all services rendered and products produced by Consultant, as well as reimbursement for all costs incurred theretofore incurred by Consultant for the benefit of Client, through the effective date of such termination and for services utilized to complete the termination of the Agreement after the effective date of the termination.
- (6) Software Licensing To the extent that Consultant delivers licensable software as part of this Agreement, Consultant will provide a license agreement for use of the software at the location or locations specified in the Scope of Work. Client shall agree to be bound by the Terms and Conditions of the license. Consultant shall retain the rights to all source code generated under the agreed scope of work.
- (7) Limitation on Liability Consultant hereby disclaims all warranties, expressed or implied, including (but not limited to) the implied, warranties of merchantability and fitness for a particular purpose. Consultant shall have no liability (a) beyond the aggregate amounts paid to Consultant if such liability arises out of a particular project, or under this Agreement otherwise, or (b) if the damage is covered by insurance, beyond the limits of the applicable insurance coverage; and any liability hereunder shall be solely to Client and not to any other person. Consultant will not be responsible or liable for any special, indirect, consequential or incidental damages arising out of such services of this agreement, whether such damages are suffered by client, any customer of client, or any other third party, even if Consultant has been advised of the possibility of such damages.

- (8) Excusable Delay To the extent any significant delay in Consultant's performance is caused by an act or omission on the part of Client or any of its Consultants or agents who are performing work in connection with this Agreement, an adjustment shall be made in the performance schedule and an adjustment of the price provisions of this Agreement shall be made to reflect any reasonable additional costs that Consultant must incur because of such delay, unless such delay caused by Client or its Consultants or agents resulted from any causes beyond its control. If Consultant is completely and permanently prevented from completing performance of its obligations by any of the events described above, Consultant shall be excused from any such further performance. All amounts previously paid to Consultant and all additional amounts then due, as if an invoice had been sent to Client on the date of the event for work completed by Consultant, shall belong to Consultant.
- (9) Nondisclosure During the term hereof and for three years following the stated expiration date of this Agreement, the party receiving confidential or proprietary information ("Receiving Party") ("Confidential Information") shall: (a) restrict disclosure of the Confidential Information solely to those of its employees and agents with a need to know, and not disclose it to other persons, (b) advise its employees and agents of the obligation of confidentiality hereunder, and (c) require its employees and agents to use the same degree of care as is required with its own Confidential Information, but in no event less than reasonable care. The Receiving Party shall have no obligation to preserve the confidentiality of any information which (a) was previously known to it free of any obligation to keep it confidential, (b) is distributed to third parties by the providing party without restriction, (c) is or becomes publicly available, by other than unauthorized disclosure by it or its employees or agents, or (d) is independently developed by it. It shall not be a breach of the confidentiality obligations hereof for the Receiving party to disclose Confidential Information where, but only to the extent that, such disclosure is required by law or applicable legal process, provided in such case, the Receiving Party shall (i) give the earliest notice practicable to the party disclosing the Confidential Information ("Disclosing Party") that such disclosure is or may be required and (ii) reasonably cooperate with the Disclosing Party in protecting the Confidential Information which must so be disclosed." Subject to the provisions hereunder, the obligation to maintain confidentiality shall expire one (1) year after termination of the agreement or relationship between both parties.
- (10) Work Product Supplied By Consultant Consultant may provide certain work product ("Work Product") to Client during the course of this Agreement for use by Client at its facility set forth in the corresponding Work Authorization or Contract Documents ("the Licensed Facility"). Client understands that such Work Product may not be reproduced by Client without Consultant's express written consent and may not be used by Client outside the Licensed Facility or otherwise distributed outside the Licensed Facility.
- (11) Waiver No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification is in writing and signed by the party against which it is sought to be enforced.
- (12) Insurance Consultant shall maintain (a) workers' compensation insurance to the extent required by applicable federal and state laws and regulations, including employer's liability insurance with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000, (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, and (c) automobile liability insurance (covering "hired" and "non-owned") with a limit of \$1,000,000 per occurrence.
- (13) Entire Agreement This document constitutes the entire agreement between Client and Consultant with respect to the subject matter hereof and is only superseded by a future fully executed Master Service Agreement or Contract.