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# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 4**

**9:15 a.m. Amy Beatty, Environmental Programs Specialist (30 min)**

***RE: Solid Waste License Applications, Scott County Household Hazardous Waste Agreement, and Resolution for Disposal Cost from the Townships***

**Staff Contact: Amy Beatty, Environmental Programs Specialist**



## ENVIRONMENTAL SERVICES

Mailing Address: 88 South Park Avenue, Le Center, MN 56057

Physical Address: 515 South Maple Avenue, Le Center, MN 56057

Direct Dial: 507-357-8538 Fax: 507-357-8541

Email: [environmentalservices@co.le-sueur.mn.us](mailto:environmentalservices@co.le-sueur.mn.us)

County Website: [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us)

DATE: Friday, April 29, 2016

TO: Le Sueur County Board of Commissioners

FROM: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: 2016-2017 Solid Waste License Applications

### City Facilities

The following cities have requested a license to operate a composting facility. As in the past, the Cities are asking the County Board of Commissioners to waive the licensing fee and insurance and bonding requirements.

1. City of Cleveland – the facility is open to residents of the City of Cleveland to dispose of leaves, brush, and tree material.
2. City of Le Center – the facility is open to residents of the City of Le Center to dispose of leaves. This site is for temporary storage until the city can take the material to SMC Composting Facility in Mankato.
3. City of Le Sueur – the facility is open to residents of the City of Le Sueur to dispose of yard waste.
4. City of Montgomery – the facility is open to residents of the Cities of Montgomery and Heidelberg to dispose of yard waste.
5. City of Saint Peter – the facility is open to residents of the City of Saint Peter to dispose of tree/brush and grass/plant material

### The City of Le Center Recycling Facility

The City of Le Center operates a recycling facility that is open to all Le Sueur County residents. The facility is located at 180 South Lexington Avenue. Le Sueur County funds the recycling facility through money it receives under the SCORE program – SCORE legislation provides counties with a funding source to develop effective waste reduction, recycling and solid waste management programs. The City asks the County Board of Commissioners to waive the licensing fee and bonding requirement.

### The City of Le Center Collection and Transportation of Solid Waste – 1 truck

The City of Le Center collects and transports solid waste and recyclable materials. Its service area is the City of Le Center. The destinations of the solid waste and recyclables are Minnesota Waste Processing – Mankato and LJP Enterprises, Inc. Recycling Facility – North Mankato. The City asks the County Board of Commissioners to waive the licensing fee and bonding requirement.

## Collection and Transportation

The following companies have applied for a license to collect and transport solid waste and recyclables in Le Sueur County.

### **Hansen Sanitation, Inc. – Kasota, MN – 5 Trucks - \$225.00**

Hansen Sanitation, Inc. will be serving the City of Kasota and Kasota Township. The destination of the solid waste and recycling materials will be Minnesota Waste Processing Center – Mankato, Waste Management Recycling Center, SMC Demolition Landfill – Mankato, Ponderosa Landfill – Mankato, and Hansen Recycling and Transfer Station - Kasota. The company has provided proof of insurance. The company has provided a letter of credit from Community Bank in Mankato in lieu of a performance bond.

### **Lakers New Prague Sanitary, Inc. – New Prague, MN – 4 Trucks - \$190.00**

Lakers New Prague Sanitary, Inc. will be serving the Cities of New Prague, Le Center, Le Sueur, Montgomery, and the surrounding areas. The destination of the solid waste and recycling materials will be Resource Recovery Technologies/RRT Processing Solutions (South Metro of Shakopee) - Shakopee for solid waste, DemCon - Shakopee for construction and demolition debris and recyclables, and Buckingham Recycling – Prior Lake for recyclable materials. The company has provided proof of insurance and bonding.

### **LJP Enterprises, Inc. – North Mankato, MN – 13 Trucks - \$505.00**

LJP Enterprises, Inc. will be serving commercial, corporate, business, and rural accounts in Le Sueur County. The destination of the solid waste and recycling materials will be Minnesota Waste Processing Company – Mankato, Ponderosa Landfill – Mankato, LJP Recycling Facility – North Mankato, Endres Processing – Rosemount, SMC Demolition Landfill – Mankato, Hansen Recycling and Transfer Station – Kasota, Full Circle Organics – Good Thunder, Ramsey/Washington Resource Recovery Facility – Newport, Prairieland Compost Facility – Truman, Steele County Landfill – Blooming Prairie, and Valley Demo and Recycling – New Ulm. The company has provided proof of insurance and bonding.

### **Waste Management of Minnesota – Mankato, MN – 13 Trucks - \$505.00**

Waste Management of Minnesota will be serving all of Le Sueur County. The destination of the recycling materials will be their own facilities in Le Sueur County. The destination of the solid waste will be Hennepin County Resource Co. – Minneapolis, NRG – Newport, Rice County Landfill – Dundas, Dickinson County Landfill – Spirit Lake, IA, Spruce Ridge Res. Mgmt – Glencoe, NRG – Elk River, Burnsville Landfill – Burnsville, Elk River Landfill – Elk River, SMC – Mankato, Hoffman Demo Landfill – New Ulm, Central Disposal Landfill – Lake Mills, IA, NRG – Empire – Rosemount, Brown County Landfill – Sleepy Eye, Prairieland Compost – Truman, Valley Demo & Recycling – New Ulm, Steele County Landfill – Blooming Prairie, Spruce Ridge Landfill – Glencoe, Ponderosa Landfill – Mankato, and Minnesota Waste Processing - Mankato. The company has provided proof of insurance and bonding.

## Recycling Facility

The following companies have applied for a license to operate a recycling facility in Le Sueur County.

**Barnett Brothers, Inc. – Kilkenney, MN - \$200.00**

Barnett Brothers, Inc. service area will be an approximate twenty-mile radius around the City of Montgomery. The facility recycles bituminous and concrete materials. The company has proof of insurance and bonding.

**Fessel's Wood Recycling Services, LLC – Waterville, MN - \$200.00**

Fessel's Wood Recycling Services, LLC will be serving companies in the following counties Le Sueur, Rice, Waseca, Blue Earth, Nicollet, and Olmsted. The company recycles unadulterated wood and paper products for use as wood chips for landscaping and for animal bedding and mortality composting facilities. The company has provided a letter of credit from Roundbank in Waseca in lieu of a performance bond. The company has provided proof of insurance.

**Hansen Recycling and Transfer Station – Kasota, MN - \$200.00**

Hansen Recycle and Transfer Station will serve all of Le Sueur County and its residents, contractors, and municipalities. The facility will be recycling demolition and new construction waste. The company has provided proof of insurance and bonding.

**Selly Excavating, Inc. – Le Center, MN - \$200.00**

Selly Excavating Inc. service area will be all of Le Sueur County and its residents, contractors, and municipalities. The facility will be recycling bituminous and concrete materials. The company has provided proof of insurance and bonding.

**Waste Management of Minnesota – Mankato, MN - \$200.00**

Waste Management of Minnesota will be serving Le Sueur, Nicollet, and Sibley Counties. The company has provided proof of insurance and bonding.

**Transfer Station**

The following company has applied for a license to operate a transfer station in Le Sueur County.

**Waste Management of Minnesota – Mankato, MN - \$675.00**

Waste Management of Minnesota will be serving Le Sueur, Nicollet, and Sibley Counties. The company has provided proof of insurance and bonding.

**Upcoming Solid Waste Events**

Saturday, June 11, 2016 – Annual Tire, Appliance, and Electronics Collection Day from 8 am to 1 pm at the Le Sueur County Highway Department in Le Center (515 South Maple Avenue/County Road 114).

Thursday, September 22, 2016 – Mobile Household Hazardous Waste Collection from 10 am to 4 pm at the Le Sueur County Highway Shop in Montgomery (815 4<sup>th</sup> St NW – 4<sup>th</sup> St in Montgomery is State Highway 13).



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Date: Friday, April 29, 2016

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Le Sueur and Scott Counties Household Hazardous Waste Agreement

### **Agreement History:**

Scott County approached Le Sueur County in early 2007 due to increasing number of Le Sueur County residents using the Scott County Household Hazardous Waste (HHW) Facility. The first agreement was signed by the counties in spring of 2007. The term of the initial agreement was from January 1, 2007 to December 31, 2009. This agreement allowed Le Sueur County residents to properly dispose of their HHW at the Scott County Facility. The cost for dispose was directly billed to Le Sueur County. Le Sueur County used SCORE funding to pay for HHW disposal costs. Le Sueur County was billed on an annual basis. The invoice was determined by the previous year's cost for operation divided by the total number of participants plus \$5 administrative fee per participant.

At the end of 2009, Scott County approached Le Sueur County with the option of paying a flat fee for use of the facility. After discussion between county staff, a fee of \$3,000 was proposed based on past participation. This fee and agreement were approved by both County Boards of Commissioners.

### **Proposed Agreement:**

The proposed agreement is for the term of January 1, 2015 to December 31, 2017. The proposed fee amount is a flat fee of \$6,000.

If Le Sueur County owes Scott County more than \$6,000, the additional payment is based upon the previous years' cost-per-participant over the \$6,000 flat fee. For 2015, the rate is \$34.00 per resident, based upon the previous years' cost-per-participant. In 2015, 318 Le Sueur County residents used the Scott County HHW Facility.

### **Facility Hours of Operation:**

The Scott County HHW Facility is open three days per week from January to December. It also offers monthly fluorescent bulb collections for businesses. County residents may also dispose of tires, appliances, and electronics for a fee.

It is my recommendation that the Le Sueur County Board of Commissioners to make a motion to sign this agreement between Le Sueur County and Scott County for the use of the Scott County Household Hazardous Waste Facility.

HOUSEHOLD HAZARDOUS WASTE  
INTER-COUNTY RECIPROCAL USE AGREEMENT  
BETWEEN SCOTT COUNTY AND LE SUEUR COUNTY

THIS AGREEMENT is between Scott County and Le Sueur County, through their respective Boards of Commissioners, (hereinafter jointly referred to as the "Counties").

WHEREAS, the Counties desire to create a mechanism whereby residents of the Counties may use Household Hazardous Waste Facilities in each of the Counties; and

WHEREAS, the Counties may enter into agreements with the Minnesota Pollution Control Agency for the operation and management of Metropolitan Household Hazardous Waste Facilities; and

WHEREAS, the Counties each provide a Household Hazardous Waste management program for their residents; and

WHEREAS, it is recognized that there is a regional benefit derived from increasing the availability of Household Hazardous Waste Facilities by allowing reciprocal use of facilities; and

WHEREAS, the administrative cost for tracking waste origin is substantial and recognizing that waste has no borders, it is desirable that during the term of this Agreement the Counties will work together to find more efficient arrangements for managing waste received from residents of the other County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Counties hereby agree as follows:

1. PURPOSE

This Agreement shall establish a mechanism to allow for the reciprocal use of Household Hazardous Waste Facilities and to provide for payment of costs incurred by the County receiving household hazardous waste from residents of the other County.

2. TERM

This Agreement shall commence on January 1, 2015, and terminate on December 31, 2017 unless terminated earlier as provided herein. This agreement can be extended for additional years upon the mutual agreement of both counties.

3. DEFINITIONS

The terms used in this Agreement shall have the following meanings:

- a. County shall mean Scott County or Le Sueur County.
- b. County of Origin shall mean the County whose residents generated Household Hazardous Waste and delivered such HHW to a Household Hazardous Waste Facility in the other County.
- c. EPA or MPCA Permitted Facility shall mean a facility that is permitted by the EPA or MPCA to transfer, store, process, or dispose of the type of household hazardous waste to be delivered under this Agreement.
- d. Household Hazardous Waste (HHW) shall mean waste as defined in Minn. Stat. § 115A.96, subdivision 1(b).
- e. Household Hazardous Waste Facility shall mean a facility that consists of one or more collection, management, and/or storage facility or facilities which are located in one County and are available for use by residents of the other County. A Household Hazardous Waste Facility may consist of one or more stationary or mobile facilities. A Household Hazardous Waste Facility may be publicly or privately owned and/or operated.
- f. MPCA Approved Processing/Disposal Facilities shall mean facilities evaluated and approved by the MPCA for the processing and/or disposal of HHW, the use of which the MPCA has authorized in writing.
- g. Problem Materials shall mean waste as defined in Minn. Stat. § 115A.03, subdivision 24a.

- h. Program Wastes shall mean wastes that a County accepts at a Household Hazardous Waste Facility. These wastes shall include HHW. These wastes may also include Problem Materials that are not HHW.
- i. Receiving County shall mean the County in which a Household Hazardous Waste Facility has received waste from a resident of another County.
- j. Special Handling shall mean services including long-term storage, handling by a bomb squad or other extraordinary treatment and/or disposal practices.
- k. State Contractor Services shall mean hazardous waste management services that are performed for either County's program activities and made available by the MPCA through its contracts with hazardous waste management firms. Hazardous waste management services include supplying materials, receiving and sorting HHW, packaging, repackaging, consulting, training and sampling, analysis, treatment, transportation, storage, and disposal.
- l. State Household Hazardous Waste Operations Contract shall mean the contract(s) between the Counties and the State of Minnesota for the operation of Household Hazardous Waste Facilities, as may be amended.

#### 4. RECIPROCAL USE

The Counties agree that:

- a. Residents of either County may use a Household Hazardous Waste Facility in the other County to the same extent the facility is available to Receiving County residents. The Receiving County, however, shall have the right to refuse to accept any HHW (types or quantities) that will require Special Handling. The County of Origin shall use its best efforts to minimize the delivery of HHW requiring Special Handling by the Receiving County or its contractors;
- b. Each County shall comply with the requirements as set forth in the State Household Hazardous Waste Operations Contract; and
- c. Each County shall provide a HHW management program meeting the requirements of Minn. Stat. § 473.804 and § 115A.96.

#### 5. PAYMENT

- a. Le Sueur County shall pay Scott County a Reciprocal Use Fee in the amount of \$6,000 for 2015, 2016, and 2017. Scott County shall not pay a Reciprocal Use Fee to Le Sueur County in 2015, 2016, and 2017. This payment structure is based upon past usage patterns. Should Le Sueur County participation rates rise above those past usage patterns, Le Sueur County shall pay an additional fee that is calculated with the excess usage multiplied by the most recent cost-per-participant rate. That rate was \$34.00 per person in 2015.
- b. Out of County residents using the other County's Household Hazardous Waste Facility shall be charged the same rates for services as are applicable for Receiving County residents using the same facility.
- c. The Reciprocal Use Fee payable pursuant to Section 5(a) above shall be remitted within sixty (60) days of the effective date of this Agreement.

#### 6. RECORDS

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

7. AUDIT/ACCESS TO HOUSEHOLD HAZARDOUS WASTE FACILITIES

Each County shall allow the other County and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subdivision 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the other County's Household Hazardous Waste Facilities at reasonable hours.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each County agrees to comply with all applicable federal, state or local laws, ordinances, rules and regulations.

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire agreement of the parties and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement, any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by each County.

12. TERMINATION

Either County may terminate this Agreement, with or without cause, by providing ninety (90) days' written notice to other County. Termination shall not act to discharge any liability incurred by any County before the effective date of termination, including payments or credits due. Such liability shall continue until appropriately discharged by law or agreement. If a County terminates this Agreement, its residents may no longer use Household Hazardous Waste Facilities in the other County, nor will the terminating County be paid by the County of Origin for use of the terminating County's Household Hazardous Waste Facilities if it continues to accept Program Wastes from the other County after the effective date of the termination. In the event this Agreement is terminated after Le Sueur County has made its annual payment under Section 5(a) above, said payment shall be reimbursed by Scott County to Le Sueur County on a pro-rata basis.

13. CONTACTS

The individuals designated as contact persons for this agreement within each county shall be:

Greg Boe  
Scott County Community Services  
200 Fourth Avenue West  
Shakopee, MN 55379-1220  
Ph: 952-496-8652

Amy Beatty  
Le Sueur County Environmental Services  
88 South Park Avenue  
Le Center, MN 56057  
Ph: 507-357-8203

14. LIABILITY/INDEMNIFICATION AMONG THE COUNTIES

- a. General Indemnification. The Counties agree that each County will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other County and the results thereof. Each County therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. Each County shall defend, indemnify and hold harmless the other County for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.
- b. Environmental Impairment Claims. It is the intention of the Counties that the Receiving County shall assume all liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or any similar statute, and all other liabilities resulting from actual or threatened impairment of the environment (hereinafter "Superfund Liability") resulting from the operation of the Receiving County's HHW program. The Receiving County shall defend, indemnify and hold harmless each County of Origin pursuant to Section 13(a) for any Superfund Liability resulting from the Receiving County's HHW program, including Superfund Liability related to waste delivered from the County of Origin pursuant to this Agreement.
- c. Indemnification for Benefit of Counties. The indemnification provisions of this Section 14 are for the benefit of the Counties only and shall not establish, of themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. Chap. 466, or any other law, legislative or judicial, which limits governmental liability.

15. SURVIVAL

Sections 5, 6, 7 and 13 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written as follows:

COUNTY OF SCOTT

\_\_\_\_\_  
Chair, Scott County Board of Commissioners

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Scott County Attorney's Office

\_\_\_\_\_  
Date

COUNTY OF LE SUEUR

\_\_\_\_\_  
Chair, Le Sueur County Board of Commissioners

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Le Sueur County Attorney's Office

\_\_\_\_\_  
Date



## ENVIRONMENTAL SERVICES

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Date: Friday, April 29, 2016

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Resolution in Support of Assistance with Solid Waste Disposal to the Townships of Le Sueur County

Attached is a resolution to allow the townships to disposal of tires, appliances, and electronics that have been improperly disposed of in townships' road rights-of-ways at the County's annual tire, appliance, and electronics collection and the County agrees to cover the cost of disposal.

**RESOLUTION IN SUPPORT OF  
ASSISTANCE WITH SOLID WASTE DISPOSAL  
TO THE TOWNSHIPS OF LE SUEUR COUNTY**

**WHEREAS,** Le Sueur County has a Solid Waste Management Ordinance and Solid Waste Management Plan which supports the collection and proper disposal of solid waste within the county; and

**WHEREAS,** the County Board of Commissioners recognize and support the effort of the township officers to maintain clean, safe roads and rights-of-ways in their townships; and

**WHEREAS,** the County holds annual tire, appliance and electronic collections; and

**WHEREAS,** Le Sueur County recognizes the cost of disposal of solid waste material retrieved from said roads and rights-of-way; and

**WHEREAS,** certain material may be stored by the townships, at their expense and at a location of their choosing, until such time as an annual Le Sueur County collection may be held to dispose of tire, appliances and electronics.

**NOW THEREFORE, BE IT RESOLVED,** that Le Sueur County proposes that the townships utilize annual tire, appliance, and electronics collections; and

**BE IT THEREFORE FURTHER RESOLVED,** that Le Sueur County agrees to pay for the disposal of items collected in township road rights-of-way out of the County Solid Waste Fund through the annual collections.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016 by the Le Sueur County Board of Commissioners

I hereby certify that the above is true and correct copy of a resolution approved by the Le Sueur County Board of Commissioners at their session on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Darrell Pettis, Administrator  
Clerk to the Board