



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 7

5:35 p.m. Amy Beatty, Environmental Programs Specialist (5 minutes)

Household Hazardous Waste Agreement with Scott County

Staff Contact:



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

County Website: www.co.le-sueur.mn.us

Date: Thursday, December 13, 2018

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, 2019 to December 31, 2019. The fee amount is a flat fee of \$9,000.

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 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 Le Sueur County may use the Household Hazardous Waste Facility in Scott County; and

WHEREAS, Scott County may enter into agreement with the Minnesota Pollution Control Agency for the operation and management of Metropolitan Household Hazardous Waste Facility; and

WHEREAS, Scott County shall 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; 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 use of the Household Hazardous Waste Facilities and to provide for payment of costs incurred by Scott County receiving household hazardous waste from residents of Le Sueur County.

2. TERM

This Agreement shall commence on January 1, 2019, and terminate on December 31, 2019, 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 Le Sueur 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 Scott 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. USE

The Counties agree that:

- a. Residents of the County of Origin may use the Household Hazardous Waste Facility in Scott 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. For the benefit of its resident's access to Scott County HHW Facilities, Le Sueur County shall pay Scott County nine thousand dollars and no cents (\$9,000.00) for 2019.
- b. In addition to the County fee, Le Sueur residents using Scott County's Household Hazardous Waste Facility shall be charged the same rates for services as are applicable for Scott County residents using the same facility.
- c. The 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. Upon termination, residents may no longer use Household Hazardous Waste Facilities in the other County. 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, which will be based on the number of Le Sueur County participants that have used Scott County's facility up to the date the Agreement is terminated compared to the average number of users from the year before..

13. CONTACTS

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

Richard Jones
Scott County Environmental Services
200 Fourth Avenue West
Shakopee, MN 55379-1220
Ph: 952-496-8366
Email: RJones@co.scott.mn.us

Amy Beatty
Le Sueur County Environmental Services
88 South Park Avenue
Le Center, MN 56057
Ph: 507-357-8203
Email: abeatty@co.le-sueur.mn.us

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 or allow for stacking by any third party.

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

COUNTY OF LE SUEUR

Paul Nelson
Environmental Services Manager

Chair, Le Sueur County Board of Commissioners

Date

Date

Approved as to form:

Approved as to form:

Scott County Attorney's Office

Le Sueur County Attorney's Office

Date

Date