
Le Sueur County, MN

Tuesday, March 4, 2014

Board Meeting

Item 3

9:10am Amy Beatty - Environmental Specialist

2014 Recycling Facility Agreement Between Le Sueur County and City of Le Center

Household Hazardous Waste Facility Agreement Between Le Sueur and Scott Counties

Staff Contact:

Le Sueur County Environmental Services

Mailing Address:
88 South Park Avenue
Le Center, MN 56057
Direct Dial (507) 357-8538

Physical Address:
515 South Maple Avenue
Le Center, MN 56057
Fax (507) 357-8541

Date: Wednesday, February 26, 2014

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Le Sueur County and City of Le Center Recycling Agreement

Since 2001, the City of Le Center has operated a recycling facility open to all county residents. The county has funded the recycling facility with SCORE¹ funding.

Changes to the 2014 agreement:

1. The term of the agreement – January 1, 2014 to December 31, 2014.
2. Recycling contract between the City of Le Center and LJP Enterprises Waste and Recycling, LLC.
3. In Section 3: Facilities and Equipment, changed “These materials will be transported to Waste Management’s Recycling Center located at 37701 Ottawa Road, Le Sueur.” to “These materials will be transported to recycling facility that meets the requirements under state statutes and rules, county ordinances and solid waste management plan, and city ordinances.”

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 the City of Le Center for the city to operate a county-wide recycling facility.

¹ In 1989, the Minnesota Legislature adopted comprehensive waste reduction and recycling legislation based on the recommendations of the Governor's Select Committee on Recycling and the Environment. SCORE is part of Minnesota’s Waste Management Act and provides counties with a funding source to develop waste reduction, recycling and solid waste management programs. Ambitious goals for recycling and waste reduction were set for Minnesota counties and have typically been met, if not exceeded.

RECYCLING SERVICES AGREEMENT
BETWEEN CITY OF LE CENTER AND LE SUEUR COUNTY

THIS AGREEMENT is between the City of Le Center and Le Sueur County, through their respective City Council and Board of Commissioners, (hereinafter singly referred to as "Party" or jointly referred to as "Parties").

WHEREAS, Le Sueur County desires to create a mechanism whereby residents of the county may use a county-wide recycling facility; and

WHEREAS, it is recognized that there is a benefit derived from increasing the availability for recycling by the City of Le Center operating a county-wide recycling facility; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Le Center and Le Sueur County hereby agree as follows:

1. PURPOSE

This Agreement is to provide recycling and waste reduction services to the residents of Le Sueur County. The City of Le Center has agreed to receive the recyclable materials brought to the recycling center located at the city garage, 112 S. Lexington Avenue, Le Center, by any resident of Le Sueur County.

2. TERM

This Agreement shall commence on January 1, 2014, and terminate on December 31, 2014, unless terminated earlier as provided herein.

3. FACILITIES AND EQUIPMENT

The City agrees to receive recyclable materials at its recycling drop site at 112 S. Lexington Avenue, Le Center. The City has entered into a contract with a waste management company to provide recycling service. In this contract, the company will provide containers and will remove the recyclable materials on a set schedule. These materials will be transported to recycling facility that meets the requirements under state statutes and rules, county ordinances and solid waste management plan, and city ordinances.

The City of Le Center shall provide, at its own expense, such machinery and equipment as may be necessary to receive these recyclable materials.

4. RECYCLABLE MATERIAL

The following recyclable materials will be received at this recycling drop site at no charge to residents of Le Sueur County:

- a. Corrugated Cardboard. These are corrugated cardboard materials used primarily for packaging. Materials to be accepted must be 100% true corrugated, not coated with wax, plastics, or food contaminants or contain no chipboard.
- b. Aluminum, Tin/Steel, and Bi-Metal Food and Beverage Cans. These are containers fabricated primarily of aluminum, bi-metal, and tin-plated steel and commonly used for beverages and canned food products. Cans shall be rinsed and be reasonably clean. The following types of metals shall not be accepted aerosol cans, sheet metal, or scrap metal.
- c. Plastics, Numbers 1 through 7. Plastic containers must have a neck or pourable content. Containers shall be rinsed with all caps and lids removed. The following items shall not be accepted margarine tubs, ice cream buckets, food trays, and 5 gallon plastic pails.
- d. Glass Food and Beverage Containers. Clear, green, blue, and amber glass. These shall include containers fabricated of glass and used for packaging and bottling of various foods and beverages. Containers shall be rinsed with the caps removed. The following types of

glass shall not be accepted window glass, mirrors, light bulbs, ceramics, and glass jars or bottles that contained hazardous materials.

- e. Mixed Paper. This included newspaper, magazines, catalogs, direct mail advertisements, brochures, booklets, office paper, hard and soft cover books, phone books, manila office folders, computer paper, envelopes, letters, and boxboard (cookie, cake, cereal, and chip boxes). The following items shall not be accepted beer/pop carrying cases, egg cartons, milk cartons, frozen food boxes, foil, plastic wrap, and carbon paper.

It is understood that recyclable materials will be accepted "commingled." Commingled recyclable materials shall be aluminum, bi-metal, steel/tin food and beverage containers, glass food and beverage containers, and numbers 1 through 7 plastic containers received together and handled as one commodity.

Recycled materials may be added to or deleted from the list by written request of the parties or as required by law.

5. FACILITY OPERATIONS

- a. Hours for operation of the recycling drop site are as follows: Each Saturday from 7:00 am to 12:00 pm. On the event a state or federal holiday falls on a Saturday, the recycling drop site is not required to be open to the public.
- b. The City of Le Center agrees to have at least one employee on site at all times during operational hours to assist county residents with recycling questions and sorting of recyclables.

6. PAYMENT

Le Sueur County shall pay the City of Le Center in the amount of \$1,950.00 per month for the term of the agreement. This payment will cover the costs for labor, recycling services, insurance, and miscellaneous costs.

7. PERMITS AND LICENSES

The City of Le Center shall be responsible for all applicable state and county permits and licenses required to operate the facility.

8. RECORDS

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

9. AUDIT/ACCESS TO FACILITY

Each Party shall allow the other Party 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.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each Party 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 Party.

12. TERMINATION

Either Party may terminate this Agreement, with or without cause, by providing ninety (90) days' written notice to other Party. Termination shall not act to discharge any liability incurred by any Party before the effective date of termination, including payments or credits due. Such liability shall continue until appropriately discharged by law or agreement.

13. CONTACTS

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

Chris Collins
City of Le Center
10 West Tyrone Street
Le Center, MN 56057
Ph: 507-357-4450
Email: collinschrisl@yahoo.com

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 PARTIES

- a. General Indemnification. The Parties agree that each Party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party 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 Party shall defend, indemnify and hold harmless the other Party 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. Indemnification for Benefit of Parties. The indemnification provisions of this Section 14 are for the benefit of the Parties 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.

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

CITY OF LE CENTER

COUNTY OF LE SUEUR

Mayor, City of Le Center

Chair, Le Sueur County Board of Commissioners

Date

Date

Approved as to form:

Approved as to form:

City of Le Center Attorney's Office

Le Sueur County Attorney's Office

Date

Date

City of Le Center Recycling Facility

Year	Co-Mingled (tons)	Paper/Cardboard (tons)	Cost Per Month	Yearly Cost	
2001	53.785	126.57	\$ 1,000.00	\$ 7,000.00	1st year of county-wide operation
2002	51.4	150.01	\$ 1,033.00	\$ 12,396.00	
2003	58.47	153.89	\$ 1,056.00	\$ 12,672.00	
2004	62.67	168.18	\$ 1,073.00	\$ 12,876.00	
2005	58.95	162.3	\$ 1,110.56	\$ 13,326.72	
2006	69.44	160.31	\$ 1,149.43	\$ 13,793.16	
2007	75.82	163.48	\$ 1,500.00	\$ 18,000.00	
2008	77.19	153.12	\$ 1,564.50	\$ 18,774.00	
2009	80.88	137.08	\$ 1,581.71	\$ 18,980.52	
2010	84.42	141.83	\$ 1,950.00	\$ 23,400.00	
2011	78.92	132.93	\$ 1,950.00	\$ 23,400.00	
2012	86.28	139.32	\$ 1,950.00	\$ 23,400.00	
2013*			\$ 1,950.00	\$ 23,400.00	
Total	838.225	1789.02		\$ 221,418.40	

*Will receive the 2013 recycling tonnages when the city submits its license application.

Monthly payment adjusted annually by an amount equal to the percentage increase from the previous 12 month period by the Consumer Price Index. In 2006, the city asked for the 2007 monthly payment to be \$1500 + Consumer Price Index increase to cover the costs to operate.

The City of Le Center is responsible for all applicable permits and insurance.

Le Sueur County Environmental Services

Mailing Address:
88 South Park Avenue
Le Center, MN 56057
Direct Dial (507) 357-8538

Physical Address:
515 South Maple Avenue
Le Center, MN 56057
Fax (507) 357-8541

Date: Wednesday, February 26, 2014

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 bill 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, 2013 to December 31, 2014. The proposed fee amount is a flat fee of \$6,000 (approximately 158 residents). If Le Sueur County owes Scott County more than \$6,000, the additional payment will be \$38.00 times the number of residents over the \$6,000 flat fee. The \$38.00 per resident is based upon the previous years' cost-per-participant.

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, 2013, and terminate on December 31, 2014, 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 2013 and 2014. Scott County shall not pay a Reciprocal Use Fee to Le Sueur County in 2013 and 2014. This payment structure is based upon past usage patterns. Should Le Sueur County owe Scott County more than the above-mentioned 2013 and 2014 fee at year-end, Le Sueur County shall pay Scott County an equivalent amount of \$38.00 per person (based upon past years' costs-per-participant) for the total number of additional HHW drop-off participants during that year.
- 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