

ANOKA COUNTY

RECYCLING & RESOURCE SOLUTIONS COMMITTEE

Chairman Jim Kordiak
Commissioner Matt Look
Commissioner Scott Schulte

AGENDA

FOR THE MEETING OF November 8, 2017
8:30 A.M.

Field Operations Building, Birch Room #113
1530 Bunker Lake Boulevard NW, Andover, MN

Board Action Items:

1. Consider recommending adoption of Resolution 2017-RRS5, Supporting Regional Hauler Licensing Program and Establishment of Joint Powers Board, to provide for approval of Joint Powers Agreement #C0006207. **See attached draft Resolution which includes Joint Powers Agreement.**
2. Consider recommending the County Board authorize its Chair to negotiate and finalize Contract #C0006071, Joint Powers Agreement with the State of Minnesota for Operation of a Household Hazardous Waste Management Program and Contract #C0006204 with PaintCare for Insurance and Indemnification, for a term commencing January 1, 2018 and ending December 31, 2022, subject to approval of the County Attorney as to form and legality. **See attached contracts.**
3. Consider recommending that the County Board approve the 2018 Residential Recycling Agreements for the distribution of state grant funds (SCORE grant) and/or additional budgeted program funds to support Municipal residential recycling programs. **See attached contract template which includes funding chart (Attachment A).**

Informational Items:

4. Consider update on the 2017 Household Hazardous Waste Collection Events at the Anoka County Fairgrounds.
5. Public Comments – Please Limit to Two Minutes

BOARD ACTION ITEM

Recycling and Resource Solutions Committee

Committee Date: November 8, 2017

Board Meeting Date: November 14, 2017

<p>Action Requested</p> <p>Consider recommending adoption of Resolution 2017-RRS5, Supporting Regional Hauler Licensing Program and Establishment of Joint Powers Board, to provide for approval of Joint Powers Agreement #C0006207.</p>
<p>Previous Committee / County Board Action</p> <p>Since 1995 the Solid Waste Management Coordinating Board (SWMCB) has issued regional hauler licenses for the six county SWMCB members for all Solid Waste haulers in the region. Effective January 1, 2018, the SWMCB will no longer be in existence. All the current member counties see a benefit to continuing this program and are proposing the attached JPA to continue this program.</p>
<p>Background / Analysis</p> <p>The basic structure of the regional licensing system would continue as it now exists, with a few changes including:</p> <ol style="list-style-type: none">1. The base hauler and operating licenses will have a two-year term (currently annual);2. The new joint powers board will meet by April 1, 2018 to set a 2-year license fee (estimated to be \$110);3. Insurance coverage in the license will be updated to reflect the current statutory liability level for counties.
<p>Conclusion / Recommendation</p> <p>Consider recommending adoption of Resolution #RRS 2017-5, Supporting Regional Hauler Licensing Program and Board, providing for approval of Regional Hauler Licensing Joint Powers Agreement #C0006207.</p>
<p>Supporting Documents</p> <p>Draft Resolution Draft Joint Powers Agreement</p>
<p>Lead Staff</p> <p>Brad Fields Kathryn Timm</p>

RESOLUTION #RRS 2017-5

**RESOLUTION TO ADOPT THE
REGIONAL HAULER LICENCING JOINT POWERS AGREEMENT**

WHEREAS, metropolitan counties have waste management authority and responsibilities under Minn. Stat. Chapters §115A.473 and related waste management and public health statutes; and

WHEREAS, the Counties seek to coordinate the licensing of haulers collecting solid waste to increase licensing efficiencies for haulers and to avoid duplication; and

WHEREAS, the Counties have determined that the most appropriate mechanism for addressing a regional hauler license is through the creation of a joint powers agreement that establishes a regional hauler licensing program and a board to set license fees.

NOW THEREFORE BE IS RESOLVED that in consideration of the mutual promises and benefits that each party shall derive therefrom, and other good and valuable consideration, receipt of which is hereby acknowledged, and the authority provided by Minn. Stat. § 471.59, the Counties agree as follows:

THIS AGREEMENT (“Agreement”) is made and entered effective _____ by and between interested metropolitan counties (the Counties”) pursuant to Minn. Stat. secs. 471.59 and 473.811, Subd. 7.

ARTICLE I
Definitions

Section 1: Statutory Definitions. The definitions of terms contained in Minn. Stat. Chapters §115A, 116 and §473 shall apply in this Agreement where those terms are used.

Section 2: Additional Definitions. In the interpretation of this Agreement, the following additional definitions shall have the meanings given to them.

- A. "Base County" means the county in which a Hauler's office, records and vehicles are primarily located. If differing parts of the Hauler's business are located in more than one County, the Base County shall be the county in which the majority of vehicles are kept as agreed upon by the Departments. The Base County for Haulers not based in a county participating in this regional licensing program shall be the closest adjacent county as agreed upon by Departments.
- B. "Base Hauler License Fee" means the fee set for the Base License.
- C. "Base License" means the license obtained by the Hauler from the Base County.
- D. "Board" or "Regional Hauler Licensing Board" means the joint powers board created by this Agreement
- E. "Commissioner" means a duly elected, qualified and acting county commissioner of a County that is a party to the Agreement.
- F. "County" or "Counties" means one or more counties that are parties to this Agreement.
- G. "Department" means the County department responsible for management of solid waste that assigns a staff representative to administer the County's Hauler licensing ordinance.

- H. "Hauler" means any person, firm, corporation, association, partnership, or other entity, other than an individual resident hauling his or her household waste, who collects or transports mixed municipal solid waste that is generated within the Counties.
- I. "Licensing Region" means the geographic area encompassed by the participating Counties.
- J. "Operating County" means a County in which the Hauler collects mixed municipal solid waste
- K. "Operating License" means the license obtained by the Hauler from each County in which the Hauler collects waste in order to operate within such County and which may contain specific conditions imposed by that County.
- L. "Regional Hauler Licensing Program" is the licensing program established pursuant to this Agreement.

ARTICLE II

Purposes

This Agreement has been executed by the Counties to provide for a Regional Hauler Licensing Program and Board. The Board shall hold an initial public hearing no later than April 1, 2018, and set a Base Hauler License Fee at that public hearing. The Board shall hold a public hearing each time Base Hauler License Fee changes are considered, but in no event shall Base Hauler License Fee changes be implemented more frequently than biannually.

ARTICLE III

Term

The term of this Agreement shall commence on January 1, 2018, or at such time four counties have approved this Agreement, and shall continue in full force and effect until terminated by the parties pursuant to Article VIII of the Agreement. The first Base Licenses to issue pursuant to this Agreement shall occur on or before July 1, 2018. Licenses shall issue biannually thereafter.

ARTICLE IV

Regional Hauler Licensing Board

Section 1: Creation and Composition. The Board is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of one county commissioner from each of the Counties. The Board of Commissioners of each County shall appoint its representative and one or more alternates. In the event the County representative is not available for a meeting, the County shall send the alternate. The Counties shall make such appointments at their annual organizational meetings conducted pursuant to Minn. Stat. 375.07.

Section 2: Terms. Each County representative and alternate shall be appointed for a two-year term.

Section 3: Chair. Board meetings, as needed, shall be hosted and chaired by participating Counties each for a two-year term in alphabetical order commencing with Anoka County.

Section 4: Meetings. At the call of the chair, no less than biannually, the Board shall meet for a public hearing to set the Base Hauler License Fee. The meeting shall occur no later than April 1 of that year. Special meetings may be held on reasonable notice of any two County representatives upon terms and conditions as the Board may determine.

Section 5: Voting. A majority of Counties present shall constitute a quorum. Each County shall be entitled to one vote. In the absence of a County representative, the alternate may cast the vote for its County. Unless otherwise specified herein, Board actions shall require a majority vote of Counties' present.

Section 6: Liability. Each party to this Agreement shall be responsible for its own acts or omissions and expressly declines to be liable for the acts or omissions of the other parties to this Agreement. In accordance therewith, the liability of the parties to this Agreement shall be governed by Minnesota Statutes §471.59 subdivision 1a., and, the acts or omissions of the parties to this Agreement are intended to be construed as a cooperative activity, and it is the intent of the parties that they shall be deemed a single governmental unit for purposes of liability as set forth in Minnesota Statutes §471.59 subdivision 1b.

Section 7: Data Practices. All data collected, created, received, maintained or disseminated for any purpose in connection with this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy. The Board will designate a Responsible Authority, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as the individual responsible for the collection, maintenance, use, and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.

ARTICLE V **Powers of the Board**

Section 1: General Powers and Exercise of Powers. The Board is hereby authorized to exercise such authority as is necessary and proper to fulfill its purpose and perform its duties. Such authority shall include, but not be limited to, those specific powers enumerated in Section 2 of this Article. The Board may refer decisions for approval by the Boards of Commissioners of the Counties. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.

Section 2: Specific Powers.

- A. The Board shall hold a public hearing prior to April 1, 2018, to take testimony on a two-year Base Hauler License Fee.
- B. Following the public hearing, the Board shall set a Base Hauler License Fee effective for a two-year license. This fee shall remain in effect for subsequent two year terms until such time as the Board notices another public hearing and approves a different Base Hauler License Fee.
- C. The Board shall be responsible for any amendments, if needed, to the Regional Hauler Licensing Program as defined herein.

ARTICLE VI **Reservation of Authority**

All responsibilities not specifically designated by this Agreement to be jointly exercised by the Board are hereby reserved to the individual Counties. It is the intent of the parties that the delegation of authorities and responsibilities hereunder shall in no way diminish the authority of a County to issue, impose conditions on, and take enforcement actions with respect to an Operating License.

ARTICLE VII
Regional Hauler Licensing Program

Section 1. Delegation of Powers.

- A. **Base County.** The Counties have authority to issue Base Licenses and vehicle decals to Haulers collecting or transporting mixed municipal solid waste within the Licensing Region, to collect license fees established by the Regional Hauler Licensing Board, to administer necessary application procedures and data collection pertaining to the Hauler's request for a Base License and all Operating Licenses within the Licensing Region and to take enforcement actions regarding the Base License and any County's Operating License.
- B. **Base Hauler License Fee.** The Counties further delegate to the Board the authority to establish a uniform Base Hauler License Fee. The Counties agree to collect no license fees relating to the issuance of a Base License or an Operating License except as determined by the Board.

Section 2. License Application Form and Decalcomania.

- A. **License Application Form.** The Counties hereby agree to use a common regional license application form. This license application form shall not be changed unless unanimously agreed to by the Departments. If this license application form is modified by unanimous agreement of the Departments, such action will be communicated to the Board.
- B. **Decalcomania.** The Counties hereby agree to use uniform decals for each Hauler vehicle licensed by the Base County as part of a Base License. The decal shall be:
 - a. Permanent and self-adhesive;
 - b. At least 3" high and 5" wide;
 - c. Formula Vinyl with Tech Mark Ink;
 - d. Color coded for the year of expiration (1-orange; 2-blue; 3-yellow; 4-pink; 5-green; 6-orange; 7-white; 8-yellow; 9-pink; 0-green;
 - e. State the County of issue in black letters at least 5/8" high; and
 - f. State "Expires" and the date of expiration (month, day, and year) in characters at least 5/16" high.

Section 3. Responsibilities of the Base County. Each of the Counties agrees that if it is a Base County to a Hauler, it shall fulfill the following responsibilities:

- A. Perform all necessary administrative duties to license all vehicles used by the Hauler within the metropolitan area.
- B. Receive and review the license application from the Hauler in accordance with procedures agreed upon by all Departments.
- C. Forward copies of each Hauler's completed license application to each Operating County by no later than May 20 of each year.
- D. Address comments from the Operating Counties.
- E. Collect the license fees for Haulers based within the Base County.
- F. Issue the Base License and all decals to Haulers by June 17 of each year.
- G. Enforce violations of the uniform licensing standards for a Base License and the Base License conditions.
- H. Issue and enforce Operating Licenses for Haulers collecting or transporting waste within the Base County.
- I. Promptly notify all Operating Counties upon initiating an enforcement action (civil, criminal, suspension or revocation) relating to a Hauler's Base License. Such notice shall include an initial notice, monthly status report, and completion notice.

Section 4. Responsibilities of the Operating Counties. Each of the Counties agrees that if it is identified as an Operating County in a Hauler's license application, it shall fulfill the following responsibilities:

- A. Review license applications which have been forwarded by the Base County and provide comments to the Base County by no later than May 31 of each year.
- B. Issue or deny an Operating License and establish conditions of licensure, if any.
- C. Enforce the Operating License.
- D. Promptly notify the Base County and all Operating Counties upon initiating an enforcement action (civil, criminal, suspension or revocation) against a licensed Hauler. Such notice shall include an initial notice, monthly status report, and completion notice.
- E. In alphabetical order by County, collaborate with all other Operating Counties to compile, update, and distribute biannually, commencing in July 2018, a spreadsheet listing all Licensed Haulers in the Licensing Region. The spreadsheet shall be distributed to all Counties by July 31 of each biannual Base License period. Counties agree to update and redistribute its spreadsheet within ten days of any changes that occur during the term of each biannual Base License.

Section 5. Hauler Licensing Ordinances. Each of the Counties shall adopt or amend Hauler licensing ordinances as necessary to accomplish the purpose of establishing a regional licensing program and that incorporates the following program elements:

- A. Require that each Hauler collecting mixed municipal solid waste within its borders obtain and maintain a Base License from the Base County as a precondition to obtaining an Operating License;
- B. Establish uniform standards for a Base License to include the standards provided for in Article VII Section 6.
- C. Require that each Hauler make application for an Operating License to the Base County and pay all license fees to the Base County; and
- D. Require that each Hauler obtain an Operating License from each County in which the Hauler collects, and if applicable transports, mixed municipal solid waste.
- E. Provide for automatic suspension of the Hauler's Operating License upon revocation or suspension of a Hauler's Base License.

Section 6. Uniform Standards for a Base License. Each of the Counties shall impose uniform standards and license conditions for a Base License required for Haulers to operate in the Licensing Region, which shall consist of the following requirements:

- A. License Application. The Hauler shall submit a completed license application to the Base County.
- B. Insurance. All Haulers shall provide at a minimum:
 - i. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the Counties' tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time. The County, its agents, officers, and employees shall be listed as an additional insured as it relates to these liabilities.
 - ii. Automobile coverage in the amount of the Counties' tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - iii. Workers' Compensation in statutory amount (if applicable)
 - iv. Any additional coverage required by the issuing Base County.
- C. License Term and Year. The Base License shall be issued every two years for the period of July 1 of the issuing year through June 30 of the second year.

- D. Decalomania. Each vehicle licensed by the Base County shall be identified by a license decal issued by the Department of the Base County for said vehicle for the current license period. The Base County shall require the Hauler to affix the decal in a conspicuous place on the left side of the cab of the licensed vehicle or conveyance and maintain said decal in good condition. Any vehicle not bearing the required decal shall be considered unlicensed in the Licensing Region.
- E. Fees. The Hauler shall pay the Base County License Fee according to the uniform fee schedule approved from time to time by the Board. Regardless of when a Base License is issued, Base County License Fees shall not be prorated. Each Base County shall collect and retain its Base Hauler License Fees. These Fees shall not relieve Haulers of any other financial obligations to any County not otherwise addressed in this Agreement.

ARTICLE VIII
TERMINATION

Section 1: Withdrawal of a County. A County may withdraw from the Board at any time by providing written notice to the Board. Upon the date of termination, all duties and authorities delegated hereunder shall revert to the County withdrawing. A Base Hauler License issued under the Regional Hauler Licensing Program prior to withdrawal shall continue in full force and effect for the term of the current license unless earlier revoked or suspended.

Section 2: Termination. This Agreement shall continue until such time as three or fewer Counties are parties to this Agreement. The board and this Agreement shall terminate once written notice is provided to the Counties. No separate termination action is required of the Board. Upon termination, any property acquired as a result of the Regional Hauler Licensing program shall be distributed equally to the final parties of the Agreement immediately preceding termination.

Section 3: Dissolution. The Regional Hauler Licensing Board may be dissolved upon Termination as provided in Section 2 above or by mutual agreement of the Counties party to this Agreement. In order to dissolve by mutual agreement, a Resolution setting forth the conditions of dissolution must be approved by the Regional Hauler Licensing Board at a bi-annual or special meeting, and then ratified by resolution by each of the County Boards of Commissioners of the Counties within 90 days. Upon Dissolution of the Regional Hauler Licensing Board under this provision, any property acquired as a result of this joint exercise of powers shall be disposed in such manner as the Board provides in the dissolving Resolution, and the proceeds of the property disposition and any surplus moneys remaining in the care and custody of the Board shall be returned to the Counties in proportion to their contributions. Also upon Dissolution, all duties and authorities delegated hereunder shall revert to the Counties. A Base Hauler License under the Regional Hauler Licensing Program prior to Dissolution shall continue in full force and effect for the term of the current license unless earlier revoked or suspended.

ARTICLE IX
MISCELLANEOUS

Section 1: Amendments. This Agreement may be amended only in writing and upon the consent of each of the Boards of the Commissioners of the Counties.

Section 2: Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 3: Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 4: Entire Agreement. This Agreement contains the entire agreement of the Counties and shall supersede all oral and written agreements and negotiations by the Counties related to the subject matter of this Agreement.

Section 5: New Members. The Board may elect to set a special meeting to add new members or take such action at its biannual meeting. A county may join with unanimous approval of the Board.

DRAFT

BOARD ACTION ITEM

Recycling & Resource Solutions Committee

Committee Date: November 8, 2017

County Board Date: November 14, 2017

Action Requested

Consider recommending the County Board authorize the County Board Chair to negotiate and finalize Contract #C0006071 with the State of Minnesota for Operation of a Household Hazardous Waste Management Program (to include PaintCare reimbursements) and #C0006204 with PaintCare for Insurance and Indemnification, for a term commencing January 1, 2018 and ending December 31, 2022, subject to approval of the County Attorney as to form and legality.

Previous Committee / County Board Action

Beginning in 1991, the MPCA and Anoka County have contracted for the operation of a metropolitan county household hazardous waste management program. There have been a series of agreements, most recently a JPA executed in 2012, and amended in 2015 to include PaintCare reimbursements, and a separate agreement between the County and PaintCare to establish limitations of liability and indemnification.

Background / Analysis

The proposed JPA updates the existing agreement, retaining most of the recent key features. It is a five-year agreement setting out the responsibilities and rights of both parties; providing for indemnification to the County pursuant to Minn. Stat. § 115.96 if the County uses the State Authorized Transporter; and continuing PaintCare reimbursements and reporting requirements. A secondary agreement is part of the package which is directly between the County and PaintCare to provide for liability limitations and indemnification. This secondary agreement is unchanged from the agreement negotiated in 2015 in conjunction with the JPA amendment made at that time.

Conclusion / Recommendation

Recommend the County Board authorize the County Board Chair to negotiate and finalize Contract #C0006071 with the State of Minnesota for Operation of a Household Hazardous Waste Management Program (to include PaintCare reimbursements) and Contract #C0006204 with PaintCare for Insurance and Indemnification, for a term commencing January 1, 2018 and ending December 31, 2022, subject to approval of the County Attorney as to form and legality.

Supporting Documents

Draft Joint Powers Agreement with MPCA, and attachments—Contract #C0006071
Secondary contract with PaintCare—Contract #C0006204

Lead Staff

Brad Fields
Amy Altman
Kathryn Timm

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
FOR THE OPERATION OF A HOUSEHOLD
HAZARDOUS WASTE PROGRAM
State of Minnesota**

Doc Type: Contract

[i-admin9-45 -- Rev. 10/13/16]

SWIFT Contract No.:
PO No.:
TEMPO AI No.:
Activity No.:

This Agreement is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("MPCA") and Anoka County Recycling & Resource Solutions, 1530 Bunker Lake Blvd, NW, Andover, MN 55304 ("County").

Recitals

WHEREAS, This Agreement is made under the State's authority of Minn. Stat. §§1s15A.46, 115A.96, 116.03 and 471.59, and under the County's authority of Minn. Stat. §§375.21, 473.801 through 473.834 and 471.59, and Minn. Stat. Ch. 400.

WHEREAS, The MPCA is required by Minn. Stat. §115A.96 to establish a statewide program to manage household hazardous wastes ("HHW"). Minn. Stat. §115A.96, Subd. 3, provides that the statewide HHW program may be provided directly by the MPCA or by contract with public or private entities.

WHEREAS, The County wishes to partner with the MPCA to provide a HHW program that furthers the goals of protecting the environment and the public health as articulated in the Waste Management Act and the County's Solid Waste Plan. The County will comply with the terms of this Agreement and all applicable Federal, State and local rules, regulations, ordinances and permit conditions and provide environmentally sound and safe management options for Program Wastes and encourage, to the extent feasible, reduction, reuse, recycling and safe storage and management of Program Wastes.

WHEREAS, the parties wish to allocate the risks and responsibilities resulting from operation of the HHW program, and to incorporate the provisions of Minn. Stat. § 115A.96, Subd. 7 into this Agreement.

WHEREAS, the parties wish to incorporate payment terms into this Agreement regarding the County's participation in a product stewardship program for architectural paint.

NOW, THEREFORE, the parties, for valuable consideration received, make the following Agreement:

1. Term of Agreement

1.1 Effective date: January 1, 2018, or the date the State obtains all required signatures under

Minn. Stat. §16C.05, Subd. 2, whichever is later.

- 1.2 **Expiration date: December 31, 2022**, unless earlier terminated by law or in accordance with Clause 23 or 24 of this Agreement. It is the intent of the parties that termination or expiration of this Agreement shall not relieve the parties of the obligations assumed under this Agreement that occur after termination or expiration, including without limitation, the obligations to properly close the Management Facility or Facilities, to pay costs incurred during the term of this Agreement and to defend, indemnify and hold harmless pursuant to Clause 20 of this Agreement.

2. Definitions.

Terms as used in this Agreement shall have the following meanings:

- 2.1 **Agency's Authorized Transporter.** A transporter authorized to provide transportation or waste management services pursuant to a State Contract for transportation or management of Program Wastes as referred to in Minn. Stat. § 115A.96, Subd. 7.
- 2.2 **Alternative Daily Cover.** The use of waste latex paint as an ingredient in daily cover on a permitted land disposal facility.
- 2.3 **Architectural Paint.** Interior and exterior coatings listed in the MPCA-approved PaintCare Architectural Paint Product Stewardship program plan.
- 2.4 **Authorized Activities.** The list of activities contained in Exhibit A that may be performed by the County for compensation in accordance with this Agreement.
- 2.5 **Authorized Facility or Authorized Facilities.** A facility or facilities authorized by the State to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste in accordance with State Contracts and this Agreement.
- 2.6 **Bulking.** The activity of opening individual cans of any product, including architectural paint, and combining them into 55-gallon drums.
- 2.7 **Collected/Collection.** The activity of accepting products from the public at a household hazardous waste Collection Site or Event, and then packing those products for transportation.
- 2.8 **Collection Site.** A permanent or temporary designated location with scheduled hours for collection where the public may bring household hazardous wastes, including architectural paint.
- 2.9 **Electronic Waste.** Devices containing complex circuitry, circuit boards and/or signal processing capabilities for processing and/or displaying information. Electronic waste may include, but is not limited to, computers and computer peripherals and laboratory, communications, audio, video and office equipment.
- 2.10 **Event.** A temporary Collection Site that accepts either or both Program Wastes and Program Products for a limited period of time.
- 2.11 **Hazardous Waste.** Waste as defined in Minn. Stat. § 116.06, Subd. 11.
- 2.12 **Household.** Household as defined in Minn. Stat. § 115A.96, Subd. 1 (a).
- 2.13 **Household Hazardous Waste (HHW).** Waste as defined in Minn. Stat. § 115A.96, Subd. 1(b).
- 2.14 **ID Number.** The site-specific identification number that the MPCA obtains for the HHW Program in accordance with Clause 7.2 of this Agreement.
- 2.15 **Internal Transportation.** The use of county employees or independent contractors selected by the authorized county to transport Program Products from one Collection Site or Event to be consolidated at another Collection Site or Event.

- 2.16 **Management Facility.** One or more permanent, temporary, mobile, satellite, or event collection sites located in the Service Area that accept Program Wastes for proper collection, management and storage. A Management Facility may be publicly or privately owned and/or operated.
- 2.17 **Optional Program Wastes.** Wastes listed in Clause 7.3 of this Agreement.
- 2.18 **Processing.** The bulking, treatment or recycling, and/or disposal of Program Products.
- 2.19 **Processing Facility.** A non-Collection Site where Processing occurs.
- 2.20 **Product Stewardship.** A product-centered approach to environmental protection that calls on those in the product life cycle - manufacturers, retailers, users, and disposers - to share responsibility for reducing the environmental impacts of products.
- 2.21 **Household Hazardous Waste Program.** "HHW Program" The Program operated by the County and the MPCA, pursuant to this Agreement, which shall include the following major elements: (1) an HHW education and waste reduction program; and (2) a Management Facility or Facilities.
- 2.22 **Program Products.** The products collected under the MPCA-approved PaintCare Architectural Paint Product Stewardship program plan.
- 2.23 **Program Wastes.** HHW and Optional Program Wastes listed in Clause 7.3 of this Agreement.
- 2.24 **Reciprocal Use Agreements.** Agreements entered into by the County allowing use of a Management Facility for Program Waste generated outside the Service Area.
- 2.25 **Reuse.** The activity of providing or donating collected architectural paint to the public for its original purpose.
- 2.26 **Service Area.** The area included within the boundaries of the County.
- 2.27 **State Contract.** Contracts entered into by the State of Minnesota and that are made available for the off-site management of HHW generated by County HHW Programs under the State's Cooperative Purchasing Venture established pursuant to Minn. Stat. §16C.03, subdivision 10. Entities eligible to participate under the cooperative purchasing venture are described in Minn. Stat. §16C.105.
- 2.28 **State Contracts.** Contracts entered into by the State and that are made available for the management of Program Wastes. These include: H-69(5) Hazardous Waste Management; H-79(5) Fluorescent Lamp, Lamp Ballast and Mercury Containing Materials and Residuals Transportation and Management; H-90(5) Used Electronic and Electronic Component Recycling and Management; W-192(5) Infectious (Biomedical); and H 94(5) Used Oil, Filter, Absorbent and Antifreeze Management.
- 2.29 **State Contractor Services.** Waste management services performed for HHW Program activities and made available by the State through its contracts with waste management firms. Waste management services include supplying materials, receiving and sorting Program Wastes, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.
- 2.30 **State Hazardous Waste Rules.** The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001.
- 2.31 **State's Authorized Transporter.** Has the same meaning as the Agency's Authorized Transporter.
- 2.32 **Universal Waste.** Universal Waste has the meaning given at Code of Federal Regulations, Title 40, section 273.9. Minnesota adopted the Federal Universal Waste Regulations in accordance with Minn. Rules Part 7045.1400.
- 2.33 **VSQG or Very Small Quantity Generator.** A Hazardous Waste generator who is classified as a VSQG in accordance with Minn. Rules Part 7045.0206, subp. 4, and who has not lost VSQG status due to quantity of generation or over-accumulation.
- 2.34 **VSQG Wastes.** Hazardous Wastes generated by a VSQG.
- 2.35 **Waste to Energy.** The combustion of waste latex paint that cannot be made into recycled content paint to produce energy at a permitted waste combustor.

3 Payment, Reporting and Funding.

3.1 Payment.

If the MPCA enters into income agreements with a 3rd-party funding entity or receives additional appropriations to fund work that is done by the County, the County shall be reimbursed per the income agreement or appropriation allocation formula.

3.2 Annual Reporting for HHW Program Operations.

The County shall enter calendar year participation, financial, and waste stream data for its HHW and VSQG Programs into the Agency's HHW and VSQG Report Database (Database) at least annually. The Database access will be provided by the State's Authorized Representative (SAR) by January 1 of each year.

Annual data entry shall be completed by April 1 of each year. Upon completion of HHW Program data entry, the Program's Authorized Representative shall notify the SAR that data entry is complete. The SAR may review the data and may require the County to make corrections to the data if errors are found.

The MPCA shall compile and prepare reports on the statewide HHW Program, including the information received from the County, by December 31 of each year. Reports will be available to the public in accordance with Clause 16 of this Agreement. The MPCA shall provide the County's Authorized Representative with a copy of any reports it prepares for the legislature or other entities that includes data submitted by the County.

3.3 Reporting for Authorized Product Stewardship Activities.

The County shall provide the reporting information outlined in Exhibit B on the forms provided by the Product Stewardship entity. The report form and supporting documentation described in Exhibit B shall be provided to the MPCA and the Product Stewardship entity at the frequency set forth in Exhibit B. Any reporting discrepancies or questions shall be resolved between the product stewardship representative and the County. Program Products collected from households or businesses not located in Minnesota are not eligible for reimbursement.

3.4 Invoicing for Authorized Product Stewardship Activities.

The MPCA will reimburse the County for all Product Stewardship Authorized Activities listed in Exhibit A in accordance with the associated rates. To receive payment for Product Stewardship Activities, the County shall provide the MPCA an invoice for the total amount to be reimbursed for completing the Authorized Activities listed in Exhibit A. The invoice for Authorized Activities shall be submitted to the MPCA in accordance with the schedule in Exhibit B.

3.5 Reimbursement for Authorized Product Stewardship Activities.

The MPCA shall prepare a summary invoice representing the total reimbursement to the County for completing Authorized Activities. The MPCA shall deliver the summary invoice to the product stewardship representative for review and payment in accordance with the schedule in Exhibit B. All invoice discrepancies or questions for specific county invoices shall be resolved between the product stewardship representative and the County. The Product Stewardship entity shall forward, to the MPCA, payment for work performed for the final-approved invoice in accordance with the Schedule in Exhibit B. The MPCA shall distribute this payment to the County in accordance with the Schedule in Exhibit B. The payment amount for Authorized Activities

received by the County will constitute the final payment for Authorized Activities for the time period covered by the payment.

4. Reciprocal Use Agreements.

The County may enter into Reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of its Management Facilities. The County may enter into a Reciprocal Use Agreement with a county or governmental entity either within or outside of the State of Minnesota provided the following information is maintained separately by the County: County or entity name, the number of participants using the facility and the waste volumes collected.

5. Education and Waste Reduction Program.

The County shall operate an education and waste reduction program in coordination with the MPCA and in accordance with Minn. Stat. § 115A.96, Subd. 6 (a). The purpose of the program is to assist and inform the public concerning the proper management, identification, and reduction of Program Wastes. The MPCA shall make education and waste reduction materials available to the County. The County may work with a Product Stewardship entity to develop, share or use materials with that entity. The County shall not utilize the name of the Product Stewardship entity, their mark, or their logo without first obtaining written consent from the Product Stewardship entity.

6. HHW Program Operations and Training.

6.1 Training. The MPCA and the County will jointly develop a training program that may be accessed by County staff. This training program may contain information from Product Stewardship entities or other entities that partner with Counties in managing Program Wastes or Program Products.

6.2 Standard Operating Procedures. The MPCA shall work with the County to develop and make available generic standard operating procedures. The County shall develop Management Facility specific standard operating procedures based on the generic standards available on the MPCA's website. The Management Facility specific standards shall not be less restrictive than the generic standards.

7. Waste Acceptance and Management.

7.1 The County shall provide for the operation of Management Facilities in accordance with this Agreement and all applicable federal and state rules, regulations, standards, and permit requirements. If a Management Facility is privately owned or operated, the County shall require the private owner or operator to meet the conditions and requirements set forth in this Agreement.

7.2 The County shall collect, store or otherwise manage HHW and may collect, store or otherwise manage Optional Program Wastes listed in Clause 7.3 below upon obtaining all applicable governmental approvals. The County may manage any waste listed below and commingle said wastes with HHW and manage said wastes under the ID Number acquired by the MPCA. The MPCA shall complete the "Notification of Regulated Waste Activity" form and acquire the ID Number solely in the name of the MPCA for each Management Facility that requires an ID Number. The ID Number shall be used for transportation and disposal of all Program Wastes collected at a Management Facility. The County may also choose to obtain or retain its own ID Numbers for its Management Facilities, if the wastes are managed in accordance with this Agreement and all applicable rules, regulations, permits and policies.

- 7.3** Program Wastes which may be accepted and commingled with HHW and which may be shipped under the MPCA's ID number include:
- (a) HHW generated outside the service area and which is accepted in accordance with Minn. Rules Part 7045.0310, subp 6;
 - (b) Hazardous wastes generated by a VSQG;
 - (c) Abandoned wastes that the County agrees to manage;
 - (d) Federal Universal Waste, defined in the Code of Federal Regulations, title 40, section 273.9, and in Minn. Rules Part 7045.1400 including: fluorescent or high-intensity discharge lamps, mercury-containing devices, pesticides, and batteries; and any additional waste streams added to the Federal Universal Waste list that are adopted by the MPCA during the term of this Agreement;
 - (e) Architectural Paint or Program Products;
 - (f) Electronic Waste; and
 - (g) Latex wastes, used oil and used oil filters, antifreeze, sharps and any other wastes managed under the State Contracts listed in 2.28.

However, if the County seeks reimbursement under Clause 3.4, Architectural Paint and Program Wastes may not be commingled.

- 7.4** At the expiration of this Agreement, or at the time of cancellation of this Agreement by either party, the County and its contractor shall cease to use the ID Number acquired by the MPCA. If Hazardous Waste will no longer be manifested from the Management Facility, the MPCA will cancel the ID number. If the County plans to continue to manifest Hazardous Waste from a Management Facility the County shall, within 7 days of cancellation or non-renewal, submit a "Subsequent Notification" form to the entity authorized to assign ID Numbers. The County shall provide, to the SAR, documentation confirming that the number has been reassigned within 30 days of expiration or cancellation of this Agreement.

- 7.5** Nothing in this Agreement is intended to preclude the collection, management, or storage of waste which is not Program Wastes at the Management Facility, provided that the County neither commingles the waste with Program Wastes nor uses the MPCA's ID number when shipping said waste.

8. Manifest Signature.

The County shall provide written documentation to the MPCA demonstrating that its staff and its contractor's staff have been certified by their employer to sign manifests in accordance with DOT regulations 49 CFR 172.704. The County shall also provide documentation to the MPCA demonstrating that its staff and its contractor's staff have been trained and certified to sign manifests in accordance with applicable Hazardous Waste regulations. Documentation shall be in the form of a letter from the employer to the SAR that confirms that staff are certified and trained and shall be signed by the County's Authorized Representative. Documentation shall be maintained in accordance with Clause 21 of this Agreement. County and contractor staff shall not sign manifests prior to submitting documentation to the MPCA. Waste shipped on a manifest signed by County or contractor staff for which documentation has not been submitted prior to signature shall not be covered by the indemnification provided in Clause 20.2 of this Agreement.

The County shall submit signed manifest copies to regulatory agencies in accordance with applicable manifesting regulations and shall retain copies of manifests as specified in Clause 21 of this Agreement. The County shall notify the SAR if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules Parts 7045.0351 through 7045.0397. If a Management Facility is privately operated, the County shall include a provision in its contract with the private operator that requires the operator to notify the SAR if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules Parts 7045.0351 through 7045.0397.

9 . Approval to Store Waste More than 90 Days or Receive Waste from another Management Facility.

In accordance with Minn. Rules Part 7045.0310, subp. 6, the County may request in writing, approval to store Program Wastes for more than 90 days or to accept Program Wastes from other Management Facilities. The County shall not store Program Wastes for more than 90 days and/or accept Program Wastes from other Management Facilities until written approval has been received.

10. Alternative Management of Program Wastes.

In accordance with Minn. Rules Part 7045.0310, subp. 7, the County may request in writing MPCA approval to treat Program Wastes onsite or manage Program Wastes at a facility not regulated pursuant to Minn. Rules Parts 7045.0208, subp. 1, or 7045.0310 (alternative management facility). The County shall not treat Program Wastes onsite or deliver Program Wastes to an alternative management facility until written approval is received from the MPCA. Requests for treating waste onsite should be submitted to the SAR.

11. State Contractor Services.

11.1 The MPCA, through its State Contracts, shall provide for the management, transportation and disposal of Program Wastes from the time that the Program Wastes come into the possession of a State's Authorized Transporter. The MPCA shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession of the State's Authorized Transporter, and any time thereafter, to avoid liability to the County. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements, and this Agreement.

11.2 The MPCA shall make available to the County, State Contractor Services and shall require the State's Authorized Transporter to meet the conditions and requirements set forth in the State of Minnesota Contracts and this Agreement. Except as may be provided in other agreements between the parties, the County shall pay for the cost of State Contractor Services in accordance with the terms of the Contracts with the State's Authorized Transporter. The MPCA shall consult with the counties in the procurement of State Contractor Services and in the development of the terms and conditions of the State Contracts.

11.3 The MPCA agrees to include a clause in any waste management contract developed for use by the HHW Program indemnifying and holding the State and County harmless from all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from the acts of the contractor, its agents, employees or sub-contractors or obligations assumed by the contractor in said contract.

11.4 The MPCA shall investigate and resolve matters related to the failure of the State's Authorized Transporters to perform services in accordance with the terms of the State Contracts listed in Clause 2.28. The MPCA shall notify the County when it receives notice of a release to the environment by a State's Authorized Transporter.

11.5 The provisions of Clause 20.2 of this Agreement shall apply to Program Wastes collected pursuant to this Agreement that are transported by the State's Authorized Transporter. Use of the State's Authorized Transporter shall constitute use of the Agency's Authorized Transporter within the meaning of Minn. Stat. § 115A.96, Subd. 7. Additionally, the County shall be deemed to be using the State's Authorized Transporter if the County contracts directly with the State's Authorized Transporter and wholly incorporates the terms of a State Contract for State Contractor Services.

11.6 The County is encouraged, but not required, to use State Contractor Services for the operation of a Management Facility. If the County chooses to use a transporter other than the State's Authorized Transporter for the management of Program Wastes, the provisions of Clause 20.2 of this Agreement shall not apply to such Program Wastes. The County shall use State Contractor Services for the off-site management of Architectural Paint or Program Products for which the County seeks reimbursement in accordance with Clause 3.3 of this Agreement.

11.7 The SAR shall provide information to the County regarding the location of the State Contracts so that the County can readily access State Contracts for transportation and disposal.

12. Required Equipment and Inspections.

The County shall arrange for the provision, inspection, maintenance and recordkeeping for all the safety equipment, personal protective equipment and other equipment necessary for HHW Program operations.

13. Closure.

The County is responsible for proper closure of a Management Facility in accordance with all applicable rules and regulations and Clause 7.4 of this Agreement. If approval to accept and store waste has been received pursuant to Clause 9 of this Agreement, the County shall arrange for the proper closure of the Management Facility in accordance with the terms of said approval.

14. Product Stewardship.

The MPCA shall inform the County of projects and opportunities related to product stewardship. The MPCA will support County participation by reviewing initiatives and assisting in the resolution of issues that arise with implementation of product stewardship initiatives. The MPCA may, at its sole discretion, provide supplies and public information materials to assist with implementation of product stewardship based efforts.

15. Authorized Representatives.

The State's Authorized Representative is **Jennifer Volkman**, HHW Program Coordinator, MPCA, 520 Lafayette Road, St. Paul, MN 55155; Jennifer.volkman@state.mn.us, 651-757-2801, or her successor.

The County's Authorized Representative is **Brad Fields, Director, Anoka County Recycling & Resource Solutions, 1530 Bunker Lake Blvd NW, Andover, MN 55304, Brad.fields@co.anoka.mn.us, 763-324-3476**, or his successor.

16. Government Data Practices.

The County and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State or County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under the Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the County or the State. If the County receives a request to release the data referred to in this Clause, the County must immediately notify the State.

17. Compliance with Laws.

All acts performed by the parties under this Agreement shall be performed in accordance with all applicable federal, state and local laws.

18. Dispute Resolution.

In the event of a dispute between the parties arising out of this Agreement, either due to alleged non-compliance with the terms, or a disagreement regarding the terms, the parties agree to engage in good faith negotiation to resolve the dispute before resorting to legal process. Negotiation may include mediation or arbitration through third parties if both parties agree. Nothing communicated during the course of negotiation, mediation or arbitration may be used against either party in legal process if the dispute is not resolved.

19. Assignment, Amendments, Waiver, and Contract Complete.

19.1 Assignment. The County may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

19.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

19.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.

19.4 No Waiver. Nothing in this Agreement is intended to waive or limit the provisions of the Tort Claims Acts, Minn. Stat. § 3.736, or Minn. Stat. Ch. 466, or any other law, legislative or judicial, which limits governmental liability.

19.5 Contract Complete. This Agreement contains all negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

20. Liability and Indemnification.

It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Agreement be governed according to the following provisions:

20.1 Liability to third persons. The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Agreement is intended to create a cause of action with respect to any third person.

20.2 State Indemnification. The County and the State acknowledge and agree that the County is indemnified by the State as provided for in Minn. Stat. § 115A.96, Subd. 7. In the event that Minn. Stat. § 115A.96, Subd. 7, is inapplicable to a specific situation, then the State and the County agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of their respective Tort Claims Acts - Minn. Stat. § 3.736 for the State and Minn. Stat. Ch. 466 for the County.

21. State Audits.

Under Minn. Stat. §16C.05, Subd. 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

22. Governing Law and Venue.

22.1 This Agreement and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.

22.2 Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

23. Termination.

The State may cancel this Agreement at any time, with or without cause, upon 180 days written notice to the County. The County may cancel this Agreement, with or without cause, by providing written notification to the SAR at least 180 days prior to the date of cancellation.

24. Termination for Insufficient Funding.

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the County notice of the lack of funding within a reasonable time of the State's receipt of that notice.

25. E-Verify Certification (In accordance with Minn. Stat. §16C.075).

For services valued in excess of \$50,000, the County certifies that as of the date of services performed on behalf of the State, the County and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. The County is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at . All subcontractor certifications must be kept on file with the County and made available to the State upon request.

26. Survival of Terms.

The following clauses survive the expiration or cancellation of this Agreement: Government Data Practices; Compliance with Laws; Liability and Indemnification; State audits and Governing Law and Venue.

Exhibit A: Authorized Activity List and Pricing Formulas

Authorized Activity	Activity Description	Costs Covered
Ship collected Program Products off-site, using the State's contractor	PaintCare agrees to reimburse the Authorized Programs ¹ through the MPCA for all collected Program Products transported off-site pursuant to the State Contract H-69 ² at the rate specified in the State Contract for the unit volume of collected Program Products managed in accordance with the State Contract. Incidental, Non-Program Products managed under the State Contracts will be reimbursed by PaintCare.	Eligible supplies ³ + Mobilization and line item waste stream pricing in the State Contract. The mobilization price shall be adjusted by multiplying the mileage rate by the percent volume of Program Products contained in each shipment. + Line item waste stream pricing from the State Hazardous Waste Management Contract, H-69
Reuse Rate per container	PaintCare agrees to pay the Authorized Programs through the MPCA for each container of Program Product that is managed via reuse.	\$1.35 per container \$0.20/lb. Rate includes processing labor only.
Reuse Rate per 5 gallon container of Consolidated Paint	PaintCare agrees to pay the Authorized Programs through the MPCA for each 5 gallon container of paint offered for reuse that is generated by consolidating several individual containers of paint into one 5 gallon container.	\$18.90 + The cost of the 5 gallon container if purchased at a price that is less than the State Contract price
Paint Bulking Rate for Oil based paint (not for reuse)	PaintCare agrees to pay the Authorized Programs through the MPCA for every 55-gallon drum of Program Products that is bulked by the Authorized Program and picked up from a collection site for transportation pursuant to the State Contract H-69.	\$114.75 per Bulked 55-gallon drum Rate includes bulking labor only. Mobilization and management cost for drums and eligible supplies are additional as specified in the "Ship Collected Program Products" off-site activity.
Paint Bulking Rate for latex paint (not for reuse)	PaintCare agrees to pay the Authorized Programs through the MPCA for every 55-gallon drum of Program Products that is bulked by the Authorized Programs and picked up from a collection site for transportation pursuant to the State Contract H-69.	\$90 per Bulked 55-gallon drum Rate includes bulking labor only. Mobilization and management cost for drums and eligible supplies are additional as specified in the "Ship Collected Program Products" off-site activity.

Exhibit A: Authorized Activity List and Pricing Formulas

Authorized Activity	Activity Description	Costs Covered
HHW Program Internal Transportation Rate for Program Products	PaintCare agrees to pay the Authorized Programs through the MPCA to transport collected Program Products between collection facilities or from events to collection facilities. Price includes labor and transport.	\$1.68/mile ⁴ Per mile rate shall be adjusted by multiplying the mileage rate by the percent volume of Program Products contained in each shipment.

¹Authorized Programs are listed in Exhibit C, "Authorized Programs and Participating Counties"

²State Contract H-69, which is used by Authorized Counties to manage Program Products, is found here: [http://www.mmd.admin.state.mn.us/pdf/H-69\(5\).pdf](http://www.mmd.admin.state.mn.us/pdf/H-69(5).pdf)

³Eligible supplies include: non-DOT cubic-yard boxes, liners, lids and pallets; 55-gallon drums; 5 gallon containers used to consolidate paint; and totes used for bulking or shipment of Program Products.

⁴Rate based on data obtained from ATRI at <http://atri-online.org/wp-content/uploads/2016/10/ATRI-Operational-Costs-of-Trucking-2016-09-2016.pdf>

Exhibit B: Required PaintCare Reporting, and Invoicing Information, and Submittal Dates

Each report submitted by an Authorized Program, as listed in Exhibit C, "Authorized Programs and Participating Counties", to MPCA and PaintCare using the form provided by PaintCare shall contain the following information:

1. The date and location of any events held by or on behalf of the Authorized Program or Participating County during the reporting period.
2. For all Collected Program Products managed by an Authorized Program or Participating County during the reporting period:
 - a. The total number of pounds or containers of Program Products (broken down by type - latex vs. oil-based) managed via Reuse, including Consolidated Paint;
 - b. The total number of gallons of latex Program Products managed as an ingredient for alternative daily cover;
 - c. The total number of gallons of latex Program Products managed via Waste-to-Energy;
 - d. The total number of 55-gallon drums of Bulked Program Products (broken down by type - latex vs. oil) that were picked up from the site pursuant to the State Contract;
 - e. Internal transportation conducted, provide the number of trip miles per truckload, the calculated percentage volume of the truckload that is Program Products, and extended total for reimbursement;
 - f. For off-site shipments, the shipment date, mobilization and waste management expenses in accordance with Exhibit A;
 - g. For supplies purchased by counties from sources other than the State's Contractor provide the following information, description of the item (e.g. Drum, box, liner, etc.) number of items, unit cost of item, extended total per item, total cost of supplies; and
 - h. Supporting documents including, but not limited to: supply and waste management invoices for Authorized Activities, reuse inventories and internal transport logs.
3. All estimations used for reporting under this Contract must be calculated according to the following MPCA-approved unit conversions:

Material	Conversion
gallons to pounds	
latex paint	10.9 pounds/gallon
oil paint	9.4 pounds/gallon
items to pounds	
latex paint	7.05 pounds/item/gal equivalent
oil based paint	6.35 pounds/item/gal equivalent
Drums and cubic feet equivalents	
barrel or drum = 55 gallons	
latex 1 cubic foot	26.1 pounds (3.7 cans x 7.05 lbs.)
latex paint 55 gal drum	600 pounds
oil paint 1 cubic foot	23.5 pounds (3.7 cans x 6.35 lbs.)
oil paint 55 gallon drum	517 pounds
Lab Packs: Reported in gross weights.	

Exhibit B: Required PaintCare Reporting, and Invoicing Information, and Submittal Dates

County-MPCA-PaintCare Reporting, Invoicing and Payment Schedule

- Authorized Programs provide reporting to MPCA and PaintCare; and invoicing to the MPCA
- MPCA provides invoicing received from Authorized Programs to PaintCare within 30 days of the County due date.
- PaintCare provides payment to MPCA within 60 days of receipt of the invoice from MPCA.
- The MPCA provide payments to Authorized Programs within 30 days of receiving payments from PaintCare.
- Regional Programs make payments to Participating Counties

Party	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Metro Counties	Jan 31: 1) Send Dec report with documentation to MPCA & PC 2) Send invoice for July-Dec to MPCA	Feb 28: Send Jan report with doc. to MPCA & PC	Mar 31: Send Feb report with doc. to MPCA & PC	Apr 30: Send Mar report with doc. to MPCA & PC	May 31: Send Apr report with doc. to MPCA & PC	Jun 30: Send May report with doc. to MPCA & PC	Jul 31: 1) Send Jun report with doc. to MPCA & PC 2) Send invoice for Jan-June to MPCA	Aug 31: Send Jul report with doc. to MPCA & PC	Sep 30: Send Aug report with doc. to MPCA & PC	Oct 31: Send Sep report with doc. to MPCA & PC	Nov 30: Send Oct report with doc. to MPCA & PC	Dec 31: Send Nov report with doc. to MPCA & PC
Regional Programs	Jan 31: 1) Send Oct-Dec report with documentation to MPCA & PC 2) Send invoice for July-Dec to MPCA			Apr 30: Send Jan-Mar report with doc. to MPCA & PC		June 30 Pay Part. Counties for Jul-Dec	Jul 31: 1) Send Apr-Jun report with doc to MPCA & PC 2) Send invoice for Jan-Jun to MPCA			Oct 31: Send report (Jul-Sep) to MPCA & PC		Dec 31 Pay Part. Counties for Jan-Jun
MPCA		Feb 28: Send invoice to PC for July-Dec			May 31: Pay Counties for July-Dec			Aug 31: Send invoice to PC for Jan-June			Nov 30: Pay Counties for Jan-June	
PaintCare				Apr 30: Pay MPCA for July -Dec						Oct 30: Pay MPCA for Jan-Jun		

Exhibit C: Authorized Programs and Participating Counties

Authorized Program and Program Contact Information	Authorized Representative	Participating Counties; Service Area
Anoka County Recycling & Resource Solutions 1530 Bunker Lake Blvd NW Andover, MN 55304 Amy Altman 763-324-3479 amy.altman@co.anoka.mn.us	Brad Fields, Director, Anoka County Recycling & Resource Solutions 1530 Bunker Lake Blvd NW Andover, MN 55304 Brad.fields@co.anoka.mn.us 763-324-3476	Anoka
Becker County Land Use Department Environmental Services Division 24413 County HWY 144 Detroit Lakes, MN 56501 Sandy Gunderson 218-846-7310 slgunde@co.becker.mn.us	Steve Skoog, Land Services Director 915 Lake Ave Detroit Lakes, MN 56501 slskoog@co.becker.mn.us 218-846-7310	Becker, Clay, Hubbard, Mahnomon, Norman
Blue Earth County Environmental Services P.O. Box 3566, 410 South Fifth Street Mankato, MN 56002-3566 Ken Frederick 507-304-4381 Ken.Frederick@blueearthcountymn.gov	Scott Fichtner, Environmental Services Director PO Box 3566, 410 South Fifth Street, Mankato MN 56002-3566, scott.fichtner@blueearthcountymn.gov , 507-304-4381	Blue Earth, Brown, Faribault, Le Sueur, Martin, Nicollet, Watonwan
Carver County Environmental Services 600 East Fourth Street, Box 3 Chaska, MN 55318 Bill Fouks 952-361-1842 bfouks@co.carver.mn.us Leslie Wilson 612-388-6425 lwilson@co.carver.mn.us	Greg Boe, Environmental Services Manager Gov. Center, 600 East 4th St. Chaska MN 55318 gboe@co.carver.mn.us 952-361-1802	Carver
Crow Wing County Solid Waste 15728 State Highway 210 Brainerd, MN 56401-3575 Doug Morris 218-824-1290 doug.morris@crowwing.us	Doug Morris, Solid Waste Administrator Same info as first column	Crow Wing, Morrison, Todd
Dakota County Environmental Resources Department 14955 Galaxie Avenue Apple Valley, MN 55124 Laura Villa 952-891-7548 laura.villa@co.dakota.mn.us	Georg Fischer, Environmental Resources Director 14955 Galaxie Avenue Apple Valley, MN 55124 Georg.fischer@co.dakota.mn.us 952-891-7554	Dakota
East Central Solid Waste Commission PO Box 29, Mora MN 55051 Janelle Troupe 320-679-4930 , ext 10 Janelletroupe@gmail.com	Janelle Troupe, Director ECSWC Same info as first column	Chisago, Isanti, Kanabec, Pine

Exhibit C: Authorized Programs and Participating Counties

<p>Hennepin County Environment & Energy Department 701 Fourth Avenue South, Suite 700 Minneapolis, MN 55415-1842 Darwin Schulz darwin.schulz@hennepin.us Louisa Tallman 612-348-9939 Louisa.tallman@hennepin.us Ryan Gastecki 612-348-8994 ryan.gastecki@hennepin.us</p>	<p>Rosemary Lavin Hennepin County Environment and Energy Department Director 701 Fourth Ave S., Suite 700, Minneapolis, MN 55415 rosemary.lavin@hennepin.us 612-348-8596</p>	<p>Hennepin</p>
<p>Kandiyohi County Recycling Center 1400 SW 22nd St., Willmar, MN 56201 Jay Baker 320-231-3587 jay_b@co.kandiyohi.mn.us</p>	<p>Jay Baker, Program Manager Same info as first column</p>	<p>Big Stone, Chippewa, Kandiyohi Lac qui Parle, Meeker, Renville, Swift</p>
<p>Lyon County Public Works 504 Fairgrounds Road Marshall, MN 56258 Darron Grahn 507-532-8210 darrongrahn@co.lyon.mn.us</p>	<p>Darron Grahn, Program Manager Same info as first column</p>	<p>Cottonwood, Jackson, Lincoln, Lyon Murray, Nobles, Pipestone, Redwood, Rock, Yellow Medicine</p>
<p>McLeod County 1065 5th Avenue SE, Hutchinson MN 55350 Elizabeth Anderson 320-484-4322 Elizabeth.anderson@co.mcleod.mn.us</p>	<p>Sarah Young, SW Coordinator 1065 5th Avenue SE, Hutchinson MN 55350 Sarah.young@co.mcleod.mn.us 320-484-4319</p>	<p>McLeod, Sibley</p>
<p>Mower County Environmental Services 1111 8th Ave NE, Austin, MN 55912 Jeff Weaver 507-437-9551 jeffw@co.mower.mn.us</p>	<p>Jeffrey A. Weaver, Program Manager Same info as first column</p>	<p>Freeborn, Mower</p>
<p>NW MN Joint Powers Group P.O. Box 186, 324 Park Avenue NW Bagley, MN 56621-0186 Randall Bodensteiner 218-694-2090 rhb@gvtel.com</p>	<p>Randall Bodensteiner, Program Manager Same info as first column</p>	<p>Beltrami, Cass, Clearwater, Kittson, Lake of the Woods, Marshall, Pennington, Polk, Red Lake, Roseau</p>
<p>Olmsted County Environmental Resources 2122 Campus Drive SE, Suite 204 Rochester, MN 55904-4744 Scott Martin 507-328-7078 martin.scott@co.olmsted.mn.us</p>	<p>John Helmers, Environmental Resources Director 2122 Campus Drive SE Rochester, MN 55904-4744 Helmers.john@co.olmsted.mn.us 507-328-7070</p>	<p>Dodge, Goodhue, Olmsted, Wabasha</p>
<p>Otter Tail County 1115 North Tower Road Fergus Falls, MN 56537 Dave Stadum 218-736-2161 dstadum@co.otter-tail.mn.us</p>	<p>Zach Fjestad, Interim Solid Waste Director Otter Tail County 1115 North Tower Road Fergus Falls, MN 56537 zfjestad@co.ottertail.mn.us 218-998-8903</p>	<p>Grant, Otter Tail, Stevens, Traverse, Wadena, Wilkin</p>

Exhibit C: Authorized Programs and Participating Counties

<p>Ramsey County 2785 White Bear Avenue North, Suite 350 Maplewood, MN 55109</p> <p>John Springman 651-266-1199 Ex. 61150 john.springman@co.ramsey.mn.us</p> <p>Pete Miller 651-266-1199 Ex. 61151 Pete.miller@co.ramsey.mn.us</p>	<p>John Springman, Environmental Health Supervisor</p> <p>Same info as first column</p>	<p>Ramsey</p>
<p>Rice County Solid Waste Department 3800 East 145th Street Dundas, MN 55019</p> <p>Paul Pieper 507-332-6833 ppieper@co.rice.mn.us</p>	<p>Julie Runkel, Environmental Services Director Rice County Solid Waste Department 3800 East 145th Street Dundas, MN 55019 jrunkel@co.rice.mn.us 507-332-6833</p>	<p>Rice, Steele, Waseca</p>
<p>Scott County Environmental Health 200 Fourth Avenue West Shakopee, MN 55379</p> <p>Richard Jones 952-496-8366 RJones@co.scott.mn.us</p> <p>Kate Sedlacek 952-496-8351 KSedlacek@co.scott.mn.us</p>	<p>Paul Nelson Natural Resource & Environmental Services Manager 200 Fourth Avenue West Shakopee, MN 55379 PNelson@co.scott.mn.us 952-496-8054</p>	<p>Scott</p>
<p>Stearns County Environmental Services 3601 5th Street S., Waite Park, MN 56387 Ross Detert 320-255-6140 Ross.detert@co.stearns.mn.us</p>	<p>Troy Freihammer, Environmental Specialist Stearns County Environmental Services 3601 5th Street S., Waite Park, MN 56387 troy.freihammer@co.stearns.mn.us 320-656-6293</p>	<p>Benton, Mille Lacs, Pope/Douglas, Sherburne, Stearns, Wright</p>
<p>Washington County Environmental Center 4039 Cottage Grove Drive (Facility/office) Woodbury, MN 55129</p> <p>Adam Frederick 651-430-6702 adam.frederick@co.washington.mn.us</p>	<p>Adam Frederick, Program Manager</p> <p>Same info as first column</p>	<p>Washington</p>
<p>Western Lake Superior Sanitary District 2626 Courtland Street Duluth, MN 55806</p> <p>Heidi Ringhofer 218-722-3336, ext. 317 heidi.ringhofer@WLSSD.com</p>	<p>Heidi Ringhofer, Solid Waste Services Director</p> <p>Same info as first column</p>	<p>Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis</p>
<p>Winona County Planning and Environmental Services 225 W Second Street, Winona, MN 55987</p> <p>Kim Nelson 507-457-6405 knelson@co.winona.mn.us</p>	<p>Kay Qualley, Planning and Environmental Services Director, 177 Main Street, Winona, MN 55987 KQualley@co.winona.mn.us 507-457-6337</p>	<p>Fillmore, Houston, Winona</p>

**INSURANCE AND INDEMNIFICATION AGREEMENT
BY AND BETWEEN
PAINTCARE AND ANOKA COUNTY**

THIS AGREEMENT is between PaintCare, a Delaware Corporation, 901 New York Ave., N.W., Suite 300 West, Washington, D.C. 20001 (“PaintCare”) and the County of Anoka, State of Minnesota, 2100 3rd Avenue, Anoka, MN 55303 (“County”).

WHEREAS, PaintCare is a stewardship organization appointed by one or more producers of architectural paint to organize, implement and administer a product stewardship plan that meets the program requirements of the Minnesota Architectural Paint Recovery Program, as set forth in Minnesota Statutes Section 115A.1415 (“Program”); and

WHEREAS, Minnesota Statute 115A.1415 defines “Architectural Paint” as interior and exterior architectural coatings sold in containers of five gallons or less. Architectural paint does not include industrial coatings, original equipment coatings, or specialty coatings

WHEREAS, the County, through its household hazardous waste program, and its very small quantity generator collection program, if applicable, collects architectural paint and utilizes the State’s contractor to manage and transport architectural paint collected from the public; and

WHEREAS, PaintCare has an agreement, SWIFT Contract No. 95999 which may be modified from time to time by amendments and/or successor contracts and which may be identified by different contract numbers, with the Minnesota Pollution Control Agency (“MPCA”) to pay the MPCA for the collection and management of architectural paint by Minnesota counties (collectively referred to as the “PaintCare-MPCA Agreement”), attached as Attachment A and incorporated by this reference; and

WHEREAS, the MPCA has an agreement, Contract No. C0006071, which may be modified from time to time by amendments and/or successor contracts and which may be identified by different contract numbers, with Minnesota counties to pay each county those funds remitted by PaintCare to MPCA for services related to architectural paint collected by each county (collectively referred to as the “MPCA-County Agreement”) attached as Attachment B and incorporated by this reference; and

WHEREAS, to further facilitate compliance with Minnesota Statutes Section 115A.1415, PaintCare desires to enter into an agreement with County for the sole purpose of establishing indemnification rights and obligations and insurance protections;

NOW, THEREFORE, PaintCare and the County agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the term established in the PaintCare-MPCA Agreement including any amendments. This Agreement shall expire on the date of an early termination of the PaintCare-MPCA Agreement due to any reason. This Agreement shall also expire if County withdraws or is terminated from the Program under the terms of the PaintCare-MPCA Agreement. The indemnification obligations of PaintCare and County incurred under this Agreement will survive beyond the expiration of this Agreement.

2. INDEMNIFICATION

Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of the County is subject to applicable law.

The County shall defend, indemnify, and hold harmless PaintCare, Inc. from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with any transportation, management or disposal of architectural paint prior to the time that the architectural paint permanently leaves the County's possession and comes into the possession of the MPCA's authorized transporter except during the time that the architectural paint is transported between County facilities by an MPCA authorized transporter. This indemnification obligation by the County does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action result from the negligence, willful misconduct, or breach of this Agreement attributable to PaintCare, its agents, directors, or employees, or attributable to transportation, management or disposal of the architectural paint after the architectural paint permanently leaves the County's possession and comes into the possession of the MPCA's authorized transporter or during the time that the architectural paint is transported between County facilities by an MPCA authorized transporter.

PaintCare shall defend, indemnify and hold harmless the County from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with PaintCare's performance of its obligations under the PaintCare-MPCA Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of the MPCA-County Agreement or the PaintCare-MPCA Agreement attributable to the County, its agents, elected officials, or employees.

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES; HOWEVER, NOTHING IN THIS PARAGRAPH CONSTITUTES A LIMIT OF THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS OTHER THAN ANY APPLICABLE LIMITS IMPOSED BY MINNESOTA LAW.

3. INSURANCE

3.1 (Self Insured Counties Only) PaintCare acknowledges that the County is self-insured under the provisions of Minnesota Statutes, sections 383B.155, 471.981 and/or 466.06. This coverage includes tort liability and extends to County employees for activities arising out of the course and scope of their employment as defined under section 466.07. The County affirms that its coverage by virtue of self-insurance will be maintained to be sufficient to meet the maximum liability amounts for Minnesota municipalities set forth in section 466.04. Nothing in the agreement shall be construed as requiring the County to obtain private insurance at any time for any purpose.

3.2 (PaintCare) PaintCare at its own expense shall carry and maintain on a continuous basis the following insurance coverage during the term of this Agreement (collectively, "PaintCare Required Insurance"):

- a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate.
- b. Environmental Pollution Liability Insurance with limits not less than \$1,000,000 each occurrence, and \$ 1,000,000 in the aggregate.

The PaintCare Required Insurance must include the County and its agents, elected officials, and employees as additional insured (by blanket endorsement) PaintCare shall provide a certificate of insurance evidencing insurance complying with the above requirements. Upon receiving a written request from the Service Provider, PaintCare shall provide a certificate of insurance evidencing insurance complying with the above requirements. All PaintCare Required Insurance is subject to audit and review by the MPCA or its designees at any time.

4. NOTICE

The County shall notify PaintCare on the same day that it notifies the MPCA or the PCA or other state or federal agency after discovering any release of material at a Collection Site that requires reporting to a governmental authority under state or federal law.

5. RIGHT TO INSPECT

The County will maintain and make available to PaintCare, during regular business hours, accurate books and accounting records relating to all amounts invoiced to PaintCare (either directly or via MPCA). The County will permit PaintCare or its designee to audit, examine, and make excerpts and transcripts of such materials during the County's regular business hours. The County shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the generation date of the applicable record or data.

PaintCare may inspect, with full access, the County's Collection Sites during normal hours of operation, as well as any other site where the County manages or stores Program Products. PaintCare will provide the County with at least five (5) business days' notice prior to any such inspection, and if requested by County, an inspection checklist.

County will provide access to records and site inspection within five (5) days of receipt of the notice, **or if such timing is not feasible**, within a reasonable period of time thereafter **not to exceed fifteen (15) days, unless otherwise agreed to by both parties**.

6. COLLECTION OPERATIONS

PaintCare and County acknowledge that the County, not PaintCare, has direct control over the operations in the County.

County shall abide by the Standard Operating Procedures as required in the MPCA-County Agreement.

7. ENTIRE AGREEMENT

The entire Agreement between the parties is contained here and this Agreement supersedes all oral agreement and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

8. GOVERNING LAW

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota without giving effect to the principles of conflict of laws. All litigation regarding this Agreement shall be venued in a court of competent jurisdiction in the State. Each party consents to personal and subject matter jurisdiction of the courts of the State for all purposes related to this Agreement.

9. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set for below.

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair

Dated: _____

By: _____
Jerry Soma, County Administrator

Dated: _____

PAINTCARE, INC.

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Kathryn M. Timm
Assistant County Attorney

Dated: _____

BOARD ACTION ITEM

Recycling & Resource Solutions Committee

Committee Date: November 8, 2017

County Board Date: November 14, 2017

Action Requested

Consider recommending that the County Board approve the 2018 Residential Recycling Agreements for the distribution of state grant funds (SCORE grant) and/or additional budgeted program funds to support Municipal residential recycling programs:

Previous Committee / County Board Action

Since 1990, the county has allocated all the SCORE funds received from the state directly to the municipalities using a \$10,000 base and a \$5.00/household calculation. Since 2011, the county has increased municipal funding by using state LRDG grant funds and/or other budgeted funds to offer additional grants that foster program enhancements and further innovation to meet aggressive state recycling goals.

Background / Analysis

Minnesota Statute requires counties to “ensure that residents, including residents of single and multi-family dwellings, have an opportunity to recycle.” The county has chosen to fulfill this requirement by allowing the municipalities to develop and manage their individual residential recycling programs to best suit the needs of their residents. In order to assist the municipalities in providing this service, the county has allocated all the SCORE grant funds it receives to the 21 municipalities for their residential programs. This policy has been in effect since the first SCORE funding was received in 1990. Since 2011, the county has been allocating state LRDG grant funds and/or other budgeted recycling funds to focus on various recycling and organics program elements, such as, curbside, multi-unit, drop-off, park and community events to expand recycling opportunities and to increase the amount of recyclables and organics collected.

Conclusion / Recommendation

Authorize the County Board Chair to enter into 2018 Residential Recycling Agreements for the distribution of SCORE funds and enhancement grants to the municipalities in accordance with the attached goals and funding formula. The total funding available is \$1,551,029. The agreements will provide:

- SCORE funding of a \$10,000 base and \$5.00 per household;
- additional recycling enhancement funding using state grants and/or other budgeted program funds; and
- contingency funding of up to 10% over the allocated amount for each municipality to allow for program flexibility.

Supporting Documents

Contract template including 2018 Funding chart (Attachment A).

Lead Staff

Sue Doll, Solid Waste Specialist

2018 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January, 2018, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the “COUNTY”, and the «MUNICIPALITY», hereinafter referred to as the “MUNICIPALITY”.

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter “SCORE funds”) during 2018; and

WHEREAS, pursuant to legislation a portion of the SCORE funds must be used to encourage recycling of source-separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441 (hereinafter “LRDG funds”) during 2018; and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,551,029; and

WHEREAS, the County Solid Waste Master Plan 2012 (Master Plan 2012) and MPCA Metropolitan Solid Waste Management Policy Plan 2010-2030 state that MSW generated in the County that is not reused, recycled or composted, will be processed to the extent that processing capacity is available; and

WHEREAS, the Master Plan 2012 was developed with the participation of a representative from the Municipality staff, and the Municipality is required to develop and implement programs, practices, or methods designed to meet waste abatement goals by Minn. Stat. § 115A.551, Subd 2a. (b).

WHEREAS, in 2017, the County engaged in a process of drafting an updated Master Plan which will be submitted to the MPCA for review and approval in 2018. The anticipated Master Plan 2018 will supersede the current Master Plan 2012 upon approval. The Master Plan 2018 has been developed with the participation of a representative from the Municipality staff, and the Municipality will be required to develop and implement programs, practices, or methods designed to meet waste abatement goals by Minn. Stat. § 115A.551, Subd 2a. (b).

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by Anoka County by providing said SCORE and LRDG funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the current Anoka County Solid Waste Management Master Plan.
2. **TERM.** The term of this Agreement is from January 1, 2018 through December 31, 2018, unless earlier terminated as provided herein.
3. **DEFINITIONS.**
 - a. "Eligible Expenses" means those expenses for recycling projects/programs and education and outreach and for priority issue activities that assist the municipality in collecting additional tons to help meet its recycling goal. Such expenses may include administration, but only to the extent of salary and legal costs of personnel who are directly working on the planning, implementation and promotion of eligible activities as detailed in this definition.
 - b. "Full Service Recycling Drop-off Center" means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, carpet, furniture, source-separated compostable materials, electronics, etc.
 - c. "Mixed municipal solid waste" (MSW) shall have the meaning set forth in Minn. Stat. §115A.03, Subd. 21.
 - d. "Multi-unit households" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.
 - e. "Opportunity to Recycle" means providing recycling and curbside pickup or collection centers for recyclable materials for residents, including single and multi-family dwellings, as required by Minn. Stat. § 115A.552. Subd. 1.
 - f. "Problem material" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 24a.
 - g. "Public entity waste" shall have the meaning set forth in Minn. Stat. § 115A.471 (b).
 - h. "Quasi-Municipal event" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
 - i. "Recyclable materials" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 25a.
 - j. "Recycling" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 25b.
 - k. "Refuse-derived fuel" (RDF) as defined by Minn. Stat. § 115A.03, Subd. 25d., or other material that is destroyed by incineration is not a recyclable material.
 - l. "Source-separated compostable materials" (commonly called "organics") shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 32a.
 - m. "Yard waste" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 38.

4. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of «Goal» tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.
- a. The Municipal recycling program shall include the following components:
- i. Each household (including multi-unit households) in the Municipality shall have the Opportunity to Recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, metal and textiles.
 - ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
 - iii. The Municipality shall implement a public information program that contains at least the following components:
 - (1) One promotion is to be mailed to each household focused exclusively on the Municipality's recycling program;
 - (2) One promotion advertising recycling opportunities available for residents is to be included in the Municipality's newsletter or local newspaper; and
 - (3) Two community outreach activities at Municipal or Quasi-Municipal events to inform residents about recycling opportunities.
 - iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle within the Municipality. The Municipality shall incorporate Rethink Recycling images and use the toolkits provided when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages. The Municipality shall provide promotional materials for review prior to publication to ensure accuracy.
 - v. The Municipality shall regularly attend the monthly Solid Waste Abatement Advisory Team meetings per year.
 - vi. The Municipality shall offer one or two spring and fall cleanup/recycling drop-off event(s) where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described in 4.b.i below, the spring/fall cleanup/recycling drop-off events may be included within that program.

- b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.
 - i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
 - ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Quasi-Municipal events and festivals as required by Minn. Stat. § 115A.151. The feasibility of adding organics collection at the event will be explored and if feasible, implemented as an enhancement to the waste abatement program.
 - iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Quasi-Municipal facilities as required by Minn. Stat. § 115A.151 such as athletic fields and public centers.
 - iv. Organize and manage a Full Service Recycling Drop-off Center.
 - v. Develop enhanced recycling promotion and assistance for multi-units.
 - vi. Develop additional opportunities for Source-Separated Compostable Materials collection.
 - vii. Develop and implement additional opportunities to recycle bulky and problem materials (e.g. appliances, carpet, electronics, mattresses and scrap metal) from residents on an on-going basis either curbside or at a drop-off.
- c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
- d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
- e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151. If items collected through the Municipal recycling program prove to be contaminated or not recyclable, those items shall be treated as public entity waste and must be processed at a resource recovery facility.¹ Minn. Stat. §§ 115A.46 ,115A.471 and 473.848.

¹ See pages 44-45 of the 2012 Anoka County Solid Waste Management Master Plan regarding the requirements for Public Entity Waste.

- f. Pursuant to Minn. Stat. §§ 115A.46, 115A.471 and 473.848, all waste generated by city/township government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for city/townships that arrange for waste services on behalf of their residents (organized collection)) shall be delivered to a waste processing plant for disposal as long as capacity is available. Failure to comply with this provision shall constitute a breach of this Grant Agreement resulting in the loss of all Grant Funding unless, pursuant to statute, the Municipality has conferred with the County and developed a plan to comply within a reasonable period of time.²
5. **REPORTING.** The Municipality shall submit the following reports semi-annually to the County no later than July 20, 2018 and January 10, 2019.
- a. An accounting of the amount of waste which has been recycled as a result of the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers. For recycling programs, the Municipality shall certify the number of tons of each recyclable material which has been collected and the number of tons of each recyclable material which has been marketed. For recycling programs run by other persons or entities, the Municipality shall also provide documentation on forms provided by the County showing the tons of materials that were recycled by the Municipality's residents through these other programs. The Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement. The Municipality shall also report the number of cubic yards or tons of yard waste collected for composting, chipping, or land spreading, together with a description of the methodology used for calculations. Any other material removed from the waste stream by the Municipality, i.e. tires and used oil, shall also be reported separately.
 - b. Information regarding any revenue received from sources other than the County for the Municipality's recycling programs.
 - c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling programs.
 - d. The Municipality agrees to support County efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.

The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

6. **BILLING AND PAYMENT PROCEDURE.** The Municipality shall submit itemized invoices semi-annually to the County for abatement activities no later than July 20, 2018 and January 10, 2019. Costs not billed by January 10, 2019 may not be eligible for funding. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.
7. **ELIGIBILITY FOR FUNDS.** The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up

² *Ibid.*

to the project maximum as computed below, which shall not exceed \$«Funding». The project maximum for eligible expenses shall be computed as follows:

- a. A base amount of \$10,000 and \$5 per household for recycling activities only;
- b. Enhancement activities as provided according to the schedule in Attachment A and the applications in Attachment B for each of the following services: Full Service Recycling Drop-off Center, Spring/Fall or Monthly/Quarterly Drop-off Events; Municipal Park Recycling; Community Event Recycling; Special Curbside Pickup Events; Multi-unit Recycling; and Organics Collection;
- c. After considering the 2018 Municipal Funding Request applications (Attachment B) designating the additional Grant Projects that the City will undertake in the upcoming year; and
- d. Including an additional change order contingency of up to 10% of the total of the total base funding, Monthly/Quarterly Drop-offs, and General Enhancement grants.

For the Municipality's convenience in determining the amounts for the 2018 Municipal Funding Request, a work plan is included with the Packet. Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event the City does not undertake and complete the additional Grant Projects referenced in Attachment B. The County also reserves the ability to assess the programs and reallocate unused SCORE and LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available.

8. **RECORDS.** The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
9. **AUDIT.** Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.
10. **GENERAL PROVISIONS.**
 - a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state or local laws, ordinances, rules, regulations or standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement.

In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the current Anoka County Solid Waste Management Master Plan, and shall participate in the preparation of the successor Master Plans.

- b. 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 subjected to unlawful discrimination under any program, service or activity hereunder. The Municipality agrees to take affirmative action so that applicants and employees are treated equally with respect to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, selection for training, rates of pay, and other forms of compensation.
 - c. If the Municipality utilizes the services of a subcontractor for purposes of meeting requirements herein, the Municipality shall be responsible for the performance of all such subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
 - d. It is understood and agreed that the entire agreement is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
 - e. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
 - f. Contracts let and purchases made under this Agreement shall be made by the Municipality in conformance with all laws, rules, and regulations applicable to the Municipality.
 - g. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
 - h. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents or representatives be considered employees, agents, or representatives of the County for any purpose.
11. **PUBLICATION.** The Municipality shall acknowledge the financial assistance of the County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds." The Municipality shall provide copies of all promotional materials funded by SCORE funds.

The County shall provide all printed public information pieces about County programs. A Municipality shall not modify County publications related to business recycling, household hazardous waste management or the County compost sites.

Information about the County's business recycling program, household hazardous waste management program or County compost sites that a Municipality plans to publish in a Municipal communication, printed or electronic, shall be provided to the County for review and approved by the County prior to publication to ensure accuracy and consistency.

12. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

13. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days' written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates first written above:

«MUNICIPALITY»

COUNTY OF ANOKA

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Municipality's Clerk

Date: _____

By: _____

Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Date: _____

By: _____

Jerry Soma
County Administrator

Date: _____

Approved as to form and legality:

Approved as to form and legality:

By: _____

Date: _____

By: _____

Kathryn M. Timm
Assistant County Attorney

Date: _____

Attachment A

2018 Funding for Municipal Waste Abatement Programs

Municipality	2018 Base Funding and Goals							2018 Additional Enhancement Funds Available*							
	Base Funding: \$10,000 + \$5 Per HH (Household)							Goals: 160 PP MF + 210 PP SF	Monthly /Quarterly Drop-off Events		General Enhancement Grant \$1/HH	Organics Grant \$0.50/HH	Organics Grant \$1/HH	Additional Grant Program	Total Funds Available for Base + Drop-off, General Enhancement and Organics Enhancement Funds
	Contract Number	Total Pop	HH	\$10,000 Base	\$5.00/HH	Total	Up to 4,999 households		5,000 + households	All municipalities are eligible equally	Municipalities that do not have curbside or drop-off programs	Municipalities that have curbside or drop-off programs	If awarded, amount will be added to total funds available		
							\$10,000	\$15,000				up to \$30,000			
Andover	C0006176	32,335	10,391	\$ 10,000.00	\$ 51,955.00	\$ 61,955.00	3,371		\$ 15,000	\$ 10,391	\$ 5,195.50			\$ 92,541.50	
Anoka	C0006177	17,995	7,436	\$ 10,000.00	\$ 37,180.00	\$ 47,180.00	1,726		\$ 15,000	\$ 7,436	\$ 3,718.00			\$ 73,334.00	
Bethel	C0006178	461	174	\$ 10,000.00	\$ 870.00	\$ 10,870.00	48	\$ 10,000		\$ 174	\$ 87.00			\$ 21,131.00	
Blaine	C0006179	64,188	23,586	\$ 10,000.00	\$ 117,930.00	\$ 127,930.00	6,488		\$ 15,000	\$ 23,586	\$ 11,793.00			\$ 178,309.00	
Centerville	C0006180	3,958	1,351	\$ 10,000.00	\$ 6,755.00	\$ 16,755.00	409	\$ 10,000		\$ 1,351	\$ 675.50			\$ 28,781.50	
Circle Pines	C0006181	4,909	2,021	\$ 10,000.00	\$ 10,105.00	\$ 20,105.00	502	\$ 10,000		\$ 2,021	\$ 1,010.50			\$ 33,136.50	
Columbia Heights	C0006182	20,158	8,155	\$ 10,000.00	\$ 40,775.00	\$ 50,775.00	2,030		\$ 15,000	\$ 8,155		\$ 8,155		\$ 82,085.00	
Columbus	C0006183	3,870	1,425	\$ 10,000.00	\$ 7,125.00	\$ 17,125.00	406	\$ 10,000		\$ 1,425		\$ 1,425		\$ 29,975.00	
Coon Rapids	C0006184	62,726	24,235	\$ 10,000.00	\$ 121,175.00	\$ 131,175.00	6,330		\$ 15,000	\$ 24,235		\$ 24,235		\$ 194,645.00	
East Bethel	C0006185	11,788	4,155	\$ 10,000.00	\$ 20,775.00	\$ 30,775.00	1,219	\$ 10,000		\$ 4,155	\$ 2,077.50			\$ 47,007.50	
Fridley	C0006186	28,631	11,578	\$ 10,000.00	\$ 57,890.00	\$ 67,890.00	2,770		\$ 15,000	\$ 11,578	\$ 5,789.00			\$ 100,257.00	
Ham Lake	C0006187	15,891	5,406	\$ 10,000.00	\$ 27,030.00	\$ 37,030.00	1,642		\$ 15,000	\$ 5,406		\$ 5,406		\$ 62,842.00	
Hilltop	C0006188	784	394	\$ 10,000.00	\$ 1,970.00	\$ 11,970.00	68	\$ 10,000		\$ 394	\$ 197.00			\$ 22,561.00	
Lexington	C0006189	2,018	782	\$ 10,000.00	\$ 3,910.00	\$ 13,910.00	200	\$ 10,000		\$ 782	\$ 391.00			\$ 25,083.00	
Lino Lakes	C0006190	20,803	6,529	\$ 10,000.00	\$ 32,645.00	\$ 42,645.00	2,158		\$ 15,000	\$ 6,529		\$ 6,529		\$ 70,703.00	
Linwood Township	C0006191	5,359	1,959	\$ 10,000.00	\$ 9,795.00	\$ 19,795.00	558	\$ 10,000		\$ 1,959		\$ 1,959		\$ 33,713.00	
Nowthen	C0006192	4,548	1,494	\$ 10,000.00	\$ 7,470.00	\$ 17,470.00	477	\$ 10,000		\$ 1,494	\$ 747.00			\$ 29,711.00	
Oak Grove	C0006193	8,360	2,861	\$ 10,000.00	\$ 14,305.00	\$ 24,305.00	874	\$ 10,000		\$ 2,861	\$ 1,430.50			\$ 38,596.50	
Ramsey	C0006194	26,251	8,973	\$ 10,000.00	\$ 44,865.00	\$ 54,865.00	2,696		\$ 15,000	\$ 8,973		\$ 8,973		\$ 87,811.00	
Spring Lake Park	C0006195	6,219	2,607	\$ 10,000.00	\$ 13,035.00	\$ 23,035.00	622	\$ 10,000		\$ 2,607		\$ 2,607		\$ 38,249.00	
St. Francis	C0006196	7,400	2,623	\$ 10,000.00	\$ 13,115.00	\$ 23,115.00	751	\$ 10,000		\$ 2,623	\$ 1,311.50			\$ 37,049.50	
		348,652	128,135	\$ 210,000.00	\$ 640,675.00	\$ 850,675.00	35,347	\$ 120,000	\$ 135,000	\$ 128,135	\$ 34,423.00	\$ 59,289	\$ 210,000	\$ 1,537,522.00	

2018 Total Allocation includes state SCORE and LRDG funds and additional budgeted program funding.

Population and Household Counts are based on 2016 Met Council Estimates

Goals are based on 210 pounds/person/year single family home up to 4 units and 160 pounds/person/year multi-units 5 units or more

*For all enhancement funds, municipalities must complete Attachment B and qualify.

Attachment B

2018 Grant Funding

Applications due March 30, 2018

The City or Town of _____ is requesting the following funding for their municipal program abatement efforts in 2018.

General Instructions

Eligible Expenses:

Staffing: Salary and benefits to cover a portion of full-time or part-time recycling program staff who are directly working on the planning, implementation and promotion of waste reduction, recycling and composting programs can be covered with base funding.

Collection Costs: If residents are charged recycling fees for curbside or recycling events, waste abatement funds will reimburse the difference between the fees collected and the cost of recycling or composting the materials.

Equipment: The cost to purchase, maintain and repair equipment that is used exclusively to operate the recycling or composting program.

Containers: The cost for recycling or organics containers.

Promotion: The percentage of cost for the portion of a municipal newsletter dedicated to waste reduction, recycling or composting information.

Ineligible Expenses:

The following costs should not be submitted for reimbursement from dedicated waste abatement funds (SCORE, LRDG and SWMC).

General Municipal Staff: Administrative, clerical, finance and legal staff that provide general support to municipal employees at the city or town.

General Operational Costs/Building Overhead: Since most of the municipal recycling coordinators are part-time positions and staff serve multiple roles at the city/township, it is assumed that the general cost of space, office equipment and basic office supplies would need to be provided with or without the recycling program, therefore, these costs are not eligible for reimbursement.

Project Costs: Specific to energy or ground water protection.

Collection Costs: General waste and recycling costs for the collection of materials from municipal buildings, trash costs when accepted at a recycling/cleanup day or costs associated with road side cleanup of illegally dumped materials.

Attachment B

2018 Base Funding Grant Application Form

Since the start of SCORE (Select Committee On Recycling and the Environment) funding, a similar formula has been distributed to municipalities, \$10,000 base and \$5/household.

This amount should pay for the basic program elements including the percentage of time the recycling coordinator spends on recycling duties, regular curbside collection costs, general operations of a drop-off center, costs for spring and fall recycling days, basic promotion costs and yard waste collection costs.

BASE FUNDING REQUESTED	Dollar Amount
Administration	
% of time for Recycling Coordinator	
Other Staff that directly administer the recycling program	
Office supplies needed for recycling program	
Training/Mileage/Dues	
<i>Subtotal</i>	\$ -

Curbside Collection	
Estimated curbside collection contract costs	
Estimated curbside collection revenue	
<i>Difference that requires funding</i>	<i>Subtotal</i>
	\$ -

Regular Drop-off Expenses	
Equipment - standard equipment maintenance	
Facility costs e.g. electricity, rent, supplies, trash removed from recyclables	
Service Providers/collection costs	
Labor	
Estimated revenue	
<i>Difference that requires funding</i>	<i>Subtotal</i>
	\$ -

Promotion	
Printing	
Postage	
Advertising	
Incentive products	
Contracted performances e.g. Climb, Tricia and the Toonies	
<i>Subtotal</i>	\$ -

Yard Waste	
Special Collections for leaves/grass and tree waste	
Estimated Curbside Collection Contract Costs	
Estimated Curbside Collection Revenue	
<i>Difference that requires funding</i>	<i>Subtotal</i>
	\$ -

Problem Materials	
Tires	
Oil	
Estimated revenue from oil	
<i>Difference that requires funding</i>	<i>Subtotal</i>
	\$ -

Total Base Funding Requested	\$ -
-------------------------------------	------

Attachment B

2018 Municipal Program Enhancement Grant Application

There is \$686,847 available for enhancement activities. When the county started offering additional enhancement grants, the intent was to make these funds available to collect more materials to help the county meet its 75% recycling/composting goal by 2030. This attachment is an application form. All communities must apply for these funds and explain what projects they are proposing that meet the following categories.

Monthly/Quarterly Drop-off Events Grant

- \$10,000 is available for communities with up to 4,999 households
- \$15,000 is available for communities with 5,000 or more households

Additional Drop-off Collection Programs

From the list of targeted materials, it is expected that spring and fall drop-off recycling events will accept appliances, automotive products, bicycles, carpet, confidential paper, electronics, fluorescent lamps, household batteries, mattresses and scrap metal from residents. This funding is provided for additional events beyond the regularly scheduled spring and fall recycling days.

Program Costs for Collecting the Following Targeted Materials

Examples of materials that can be collected for reuse/recycling/composting:

Standard Recyclable Materials Collected at Drop-off Events		Additional Items
Appliances	Fluorescent Bulbs	Block n Shape Polystyrene
Automotive Products	Household Batteries	Furniture*
Bicycles	Mattresses*	Small Household Goods
Carpet*	Scrap Metal	Source Separated Organics
Confidential Paper		Vinyl Siding
Electronics		Yard Waste

None of these materials should be advertised and then collected as trash, specifically those items marked with the * .

Items that should be evaluated for reuse prior to recycling:

Bicycles	Clothing	Furniture	Mattresses
----------	----------	-----------	------------

Special Monthly/Quarterly Drop-off Events	
Equipment	
Service Providers/Collection Costs	
Promotional Coupon Costs	
Labor - Staff/organizations	
Other	
Full Service Drop-off Center	
Equipment	
Service Providers/Collection Costs	
Additional staffing requirements	
Total Drop-off Program Request	\$ -

Please describe the additional drop-off activities and how they will increase the amount of material collected for recycling.

Attachment B

General Enhancement Grant – \$1/household – all municipalities are all eligible for this regardless of size

Eligible categories are listed below. Staffing for multi-family outreach, park recycling or dedicated recycling program interns, event recycling expenses, new recycling containers and promotional materials for additional recycling opportunities are some examples of eligible expenses.

Park Recycling		
-- Recycling Containers	Price/container	
-- Recycling Bags		
Service Providers/Collection Costs		
Labor - Staff costs needed for collection		
<i>Park Recycling Subtotal</i>		\$ -
Event Recycling - Please list any organics costs in organics section.		
-- Recycling Containers	Price/container	
-- Recycling Bags		
Service Providers/Collection Costs		
Labor - Staff costs needed for collection		
<i>Event Recycling Subtotal</i>		\$ -
Special Curbside Recycling Pickups		
Collection Costs		
Subsidy to resident -- # of items collected x _____		
<i>Special Curbside Subtotal</i>		\$ -
Multi-Unit Recycling Outreach		
Equipment/Promotion		
Staff costs		
<i>Multi-unit Enhancement Subtotal</i>		\$ -
Additional Promotion Costs		
Promotion/Printing/Postage/Advertising		
<i>Promotion Subtotal</i>		\$ -
Total General Enhancement Request		\$ -

Please describe the additional general enhancement activities and how they will increase the amount of material collected for reuse or recycling.

Organics Grant

- \$0.50/household for municipalities that do not have a permanent organics program
- \$1/household for municipalities that have a permanent organics drop-off(s) or a curbside program

Organics Program Costs		
Equipment		
-- Organics Containers/Starter Kits	Price/container	
-- Compostable Bags		
-- Compostable Serving Ware - cups/bowls/utensils		
-- Container rental/month	x	
Service Providers/Collection Costs		
Labor - Staff/organizations # of hours		
Total Organics Program Request		\$ -

Please describe the additional organics activities planned and how they will increase the amount of material collected for composting.

Attachment B

Additional Grant Program Request

\$30,000 is available based on need. If more applications are received than funds available, applications will be reviewed and those projects with the greatest potential to increase materials collected for recycling will receive the funding. Eligible costs for this category are expenses that cannot be funded by all the other categories. Preference will be given to those communities that are currently spending all enhancement funding on innovative, new program ideas and need additional funds to continue to expand program opportunities throughout 2018 to meet their recycling goal.

Project Description:

Provide a brief, one page or less, project description. The project description should address:

- project scope and design;
- expected outcomes - increased materials collected, increased tons from this project;
- if the project will benefit multiple municipalities or the county;
- key individuals participating in project activities, including any project collaborators;
- overall project timeline; and
- why project is compelling and worthy of funding

Project Budget:

Tasks/Items	Costs
Total Additional Grant Program Request	\$ -

Total Funding Requested

Total Base Funding*	\$ -
Total Enhancement Funding	
• Monthly/Quarterly Drop-off Funding*	\$ -
• General Enhancement Funding*	\$ -
• Organics Program Funding	\$ -
• Additional Grant Program	\$ -
Total Funding Requested	\$ -

* These amounts are eligible for up to 10% change order if unexpected costs exceed budgeted amounts.

COMMITTEE INFORMATION ITEM

Recycling & Resource Solutions Committee

Committee Date: November 8, 2017

County Board Date: November 14, 2017

Action Requested

Consider for information an update on the 2017 household hazardous waste (HHW) collection events at the old Highway building at the Anoka County Fairgrounds.

Previous Committee / County Board Action

At the June 14, 2017, meeting, the Committee considered and approved the staff recommendation for the 2017 HHW events.

Background / Analysis

Recycling & Resource Solutions held the events from 9:00 a.m. – 1:00 p.m. on two Saturdays, August 5 and 26.

Conclusion / Recommendation

The two HHW collection events proceeded smoothly with traffic management services, including two flaggers, provided by Safety Signs, LLC. Anoka County Sheriff's Office Special Deputies provided assistance at the two events. Recycling & Resource Solutions made a payment of \$600 to the Anoka County Sheriff Reserves for traffic control and site security at the two events.

The participation total is **603 vehicles at the two 2017 events:**

Date of Event	No. of Vehicles
August 5	359
August 26	244

Supporting Documents

None

Lead Staff

Amy Altman, Problem Materials Problem Specialist