


C O U N T Y O F A N O K A

Integrated Waste Management Department

Government Center
2100 3rd Avenue, STE 340 • Anoka, Minnesota 55303-5032
763-323-5730 • Fax 763-323-5731
E-mail • recycle@co.anoka.mn.us
www.AnokaCounty.us/recycle

August 7, 2012

Memo To: The Cities of Andover, Anoka, Blaine, Columbia Heights, Coon Rapids, East Bethel, Lino Lakes, and Ramsey

From: Carolyn Smith, Solid Waste Abatement Specialist 

Regarding: Recycling Enhancement Grant Agreements

The Anoka County Board of Commissioners approved the following recycling enhancement grant application on Tuesday, July 24, 2012.

Andover - \$50,000.00
Anoka - \$10,008.20
Blaine - \$25,065.00
Columbia Heights - \$50,000.00
Coon Rapids - \$25,620.74
East Bethel - \$29,210.00
Lino Lakes - \$25,654.00
Ramsey - \$30,000.00

Please have the mayor/town board chair and clerk/administrator sign all three copies of the agreement and return to Anoka County Integrated Waste Management Department to complete the signature process. When the agreements are completely signed, an original copy will be mailed back to you and Anoka County retains two copies for its files. Thank you!

Thank you for your efforts to enhance recycling in Anoka County!

**AMENDMENT NO. 1
TO AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM**

THIS AMENDMENT is made this _____ day of _____, 2012, the date of the signature of the parties notwithstanding, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County," and City of RAMSEY, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the County wishes to amend its Agreement with the Municipality for SCORE funds dated January 31, 2012; and

WHEREAS, the County anticipates receiving an additional \$407,827.00 in SCORE funds; and

WHEREAS, Paragraph 10. GENERAL PROVISIONS of said Agreement provides that any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced in writing, duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated or contained in the Agreement, the parties do hereby agree as follows:

1. The parties agree to change Paragraph 4. PROGRAM, as follows:

The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 2,130 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, such as paper, glass, plastic, metal and textiles.
 - ii. The recycling 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 presentations are to be given on recycling.

The public information components listed above must promote the focused recyclable material of the year as specified by the County. The County will provide the Municipality with background material on the focused recyclable material of the year.

- iv. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents.

- b. 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 prepare and submit to the County by March 31, 2012, a plan acceptable to County that is designed to achieve the recycling goals set forth in this Agreement.

- c. The Municipality shall embark on development plans for a permanent regional recycling drop-off center to be located within the Municipality.

2. The parties agree to change Paragraph 7. ELIGIBILITY FOR FUNDS, as follows:

The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum as computed below, which shall not exceed \$50,165.00. The project maximum for eligible expenses shall be computed as follows:

- a. A base amount of \$10,000.00 for recycling activities only; and
- b. \$5.05 per household for recycling activities only.

Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event insufficient SCORE funds are available. If the SCORE payment of \$407,827.00 is not received or is reduced, the County may reduce the project maximum amount payable to the Municipality. The County will promptly notify the Municipality in the event that the project maximum will be reduced.

The Municipality is entitled to receive additional reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities as described in **paragraph 4.c.** up to the project maximum for additional funds, which shall not exceed \$30,000.00, not including the Municipality match of \$600.00 for a total project award of \$30,600.00.

Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event insufficient additional funds are available. If the additional payment of \$245,557.94 is not received or is reduced, the County may reduce the project maximum amount payable to the Municipality. The County will promptly notify the Municipality in the event that the project maximum will be reduced.

3. This Amendment is hereby made a part of and shall be amended to the Agreement of the parties.

4. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment on the dates written below.

CITY OF RAMSEY

COUNTY OF ANOKA

By: _____

By: _____

Name: _____

Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Title: _____

Date: _____

Date: _____

By: _____
Municipality's Clerk

By: _____
Jerry Soma
County Administrator

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

By: _____
Assistant County Attorney

