

## 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.<sup>1</sup> Minn. Stat. §§ 115A.46 ,115A.471 and 473.848.

---

<sup>1</sup> 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.<sup>2</sup>
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

---

<sup>2</sup> *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: \_\_\_\_\_