

**2020 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM**

**THIS AGREEMENT** made and entered into on the 1st day of January 2020, 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 CITY OF BLAINE, 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 2020 which must be used to encourage recycling and a portion must be specifically directed to recycling source -separated compostable materials; and

**WHEREAS**, the County will also receive funding pursuant to Minn. Stat. § 473.8441 (hereinafter "LRDG funds") during 2020 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 \$1,559,924.50 and

**WHEREAS**, the County Solid Waste Management Master Plan 2018 (Master Plan 2018) and MPCA Metropolitan Solid Waste Management Policy Plan 2016-2036 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 2018 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**, 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. The County and the Municipality agree that the information provided in the recitals above is to be incorporated into the purpose of this agreement.
2. **TERM.** The term of this Agreement is from January 1, 2020 through December 31, 2020 unless earlier terminated as provided herein.

3. **DEFINITIONS.** Defined terms contained in this Agreement and all the attachments are found in Minn. Stat. §§ 115A.03; 115A.471; and 115A.552. The use of capitalization for defined terms has no special effect. For convenience, a full list of defined terms is included with the Municipal Grant Application. Additionally:
- a. "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.
  - b. "Multifamily dwellings" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.
  - c. "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.
4. **ELIGIBILITY FOR FUNDS.** The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum, which shall not exceed \$ 176,633.00.

The County reserves the right to reduce the funding provided in the event the Municipality does not complete the additional Grant Projects referenced in the 2020 Anoka County Municipal Waste Abatement Grant Funding Application.

**The County also reserves the ability to assess the programs and reallocate unused SCORE and/or, LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available.** The Municipality shall be provided documentation of the funding award determination and rationale as indicated by the 2020 Grant Funding Award.

5. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 7,884 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 both single and multi-family dwellings) 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 promotional mailing to each household focused exclusively on the Municipality's recycling program;
  - (2) One promotional advertisement detailing recycling opportunities available for residents 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 and compost within the Municipality. The Municipality shall incorporate County/regional campaigns and images and use the toolkits provided by the County 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 bi-monthly Solid Waste Abatement Advisory Team (SWAAT) meetings per year.
  - vi. The Municipality shall offer a minimum of one spring and/or fall 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 below, the spring/fall 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 multifamily dwellings.
    - 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, batteries, carpet, electronics, mattresses, oil, scrap metal, etc.) 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. Minn. Stat. §§ 115A.46, 115A.471 and 473.848. See page 44, 47-48, 51, and p. 67 of the 2018 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 municipal government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for municipalities 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 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.
6. **REPORTING.** The Municipality shall submit the following reports semi-annually to the County no later than the third Friday in July 2020 and the second Friday in January 2021.
- 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 and source-separated compostable materials collected for composting, chipping, or land spreading, together with a description of the methodology used for

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.

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. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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

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, i.e. revenue taken in from the sale of recyclables and fees collected from residents, shall be reported.
- c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling and organics collection 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.
- e. 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.

7. **BILLING AND PAYMENT PROCEDURE.** The Municipality shall submit itemized invoices semi-annually to the County for abatement activities no later than the third Friday in July 2020 and the second Friday in January 2021. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.

8. **PUBLICATIONS.** The Municipality shall acknowledge the financial assistance of the Anoka 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 (Select Committee On Recycling and the Environment) funds." The Municipality shall provide copies of all promotional materials funded by this grant.

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.

9. **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,

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.

- h. 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.

- 11. **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.

***(SIGNATURE PAGE TO FOLLOW)***

IN WITNESS WHEREOF, the parties hereunto set their hands.

**CITY OF BLAINE**

**COUNTY OF ANOKA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Rhonda Sivarajah  
County Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Municipality's Clerk

Date: \_\_\_\_\_

Approved as to form and legality:

Approved as to form and legality:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Kathryn M. Timm  
Assistant County Attorney

Date: \_\_\_\_\_