



Division of Public Works .  
1000 South Houser St.  
Muscatine, IA 52761

Recycling Center and Transfer Station

Phone (563) 263-9689

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MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator

From: Kristy Korpi, Solid Waste Manager

Date: August 28, 2017

Recycling Center  
Transfer Station  
Landfill Operations  
Refuse Collection

Re: Request for Approval of Agreement between the City of Muscatine and Louisa Regional Solid Waste Agency for Residential Household Hazardous Waste Services

**Introduction:**

The City of Muscatine Solid Waste Department and the Louisa Regional Solid Waste Agency have had a working relationship since 2006.

**Background:**

The Iowa Department of Natural Resources requires that all counties in Iowa have an outlet for residents to properly dispose of household hazardous waste. Iowa DNR has encouraged cities to assist smaller counties with this service. The City of Muscatine has accepted Louisa County residential, household hazardous waste since 2006. In turn, the City of Muscatine charges Louisa County \$35.00 per incidence of acceptance of residential, household hazardous waste. The City of Muscatine Transfer Station has an agreement with Scott County Waste Commission to receive all household hazardous waste collected in Muscatine and Louisa County. So, we in turn pay for the disposal fee. The \$35.00 fee covers the disposal fee, handling time, and administrative fees. In fiscal year 2017, we invoiced Louisa County Regional Waste for 26 households, or \$910.00. The contract limits the annual amount to \$4750.00 annually. This amount is adequate.

**Recommendation for the contract between the City of Muscatine and Louisa Regional Solid Waste Agency:**

Staff recommends that the contract between the City of Muscatine and Louisa Regional Solid Waste Agency be continued for residential household hazardous waste services. The previous contract was dated August 1, 2014 – July 31, 2017. Staff proposes that the contract be extended from August 1, 2017- July 31, 2020. The Louisa Regional Solid Waste Agency will review contract at an October 17, 2017 agency board meeting.

**Household Hazardous Materials Service Agreement  
Between Louisa Regional Solid Waste Agency  
And The City of Muscatine, Iowa**

This agreement is made this 7<sup>th</sup> day of September, 2017 between the Louisa Regional Solid Waste Agency (Agency) and the City of Muscatine, Iowa (City).

ARTICLE 1. PURPOSE

The City operates a Recycling Center and Transfer Station (Transfer Station) which is presently capable of receiving and processing Household Hazardous Material (HHM) from communities outside of Muscatine County. City desires to provide to residents in Louisa County with a safe means of disposing of their HHM. The purpose of this Agreement is to assist Agency in doing so.

ARTICLE 2. DEFINITIONS

The following definitions shall apply to this agreement:

Section 2.01. Acceptance means receipt by City of HHM from Louisa County households, which materials are then recorded to the account of Agency.

Section 2.02 Agreement means this Agreement between the Agency and City for certain services relating to the receipt of HHM.

Section 2.04 Household Hazardous Materials, (HHM), shall mean waste that would be classified as hazardous waste by 40CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4(b)(1) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, household batteries, medications, pharmaceuticals, and similar materials.

HHM will not be accepted under this Agreement includes used motor oil, antifreeze, lead acid batteries, ammunition, asbestos, compressed gas cylinders (other than propane and butane), explosives, medical waste, business waste, or radioactive materials.

Section 2.05 Rejected Materials means materials received from Agency or delivered to Transfer Station by Louisa County residents that are determined by City to be unacceptable or excluded from this agreement.

ARTICLE 3. SERVICES

Section 3.01 Materials Acceptance, Inspection, and Rejection. Materials to be accepted by City are set forth in this Agreement and may, from time to time, be revised and amended by City.

City reserves the right to inspect any materials received from Louisa County Residents. Such inspection may take place at the Transfer Station.

City reserves the right to reject any materials received from Louisa County residents. The City shall notify Agency of Rejected Materials.

Section 3.02. Staffing and Equipment. City agrees to employ qualified personnel to provide its services under in this Agreement. City agrees to provide and maintain its equipment and facilities to be used in providing its services under this Agreement.

#### ARTICLE 4. OBLIGATIONS OF CITY AND AGENCY

Section 4.01. Collection Facility. City shall provide and maintain the Transfer Station including a suitable unit for the sorting and storage of HHM.

Section 4.02 Excluded Materials. City shall not accept HHM from any commercial, farming, school, or industrial business.

Section 4.03 Agency shall notify City by phone, fax, or e-mail the identity, inventory of materials, and date/time of expected delivery of HHM to the Transfer Station.

#### ARTICLE 5. FEES AND PAYMENT

Section 5.01. Fees Agency shall pay City the sum of \$35.00 per resident per visit at the Transfer Station. The maximum shall be no greater than \$4,750.00 annually. Fees are subject to evaluation and modification on a annual basis. Such costs shall be invoiced. Invoices are payable in 30 days.

#### ARTICLE 6. PERMITS AND COMPLIANCE WITH LAW

6.01. Collection Facility Permits. City shall obtain and maintain all local, state and federal permits required for operating its Transfer Station.

Section 6.02. Compliance. City shall comply with the terms and conditions of its permits and shall further comply with all applicable laws and regulations of each local, state, and federal government or County having jurisdiction.

#### ARTICLE 7. TERM AND TERMINATION

SECTION 7.01 Term and Extension. This Agreement is for a term of three years beginning August 1, 2017 and ending July 31, 2020. Agency and City may extend this Agreement for periods of one(1) year at a time under conditions they mutually agreed upon by giving notice of the exercise of this option ninety (90) days prior to the expiration of the then current term of this Agreement. In the event the parties elect to extend the term of Agreement, the terms of this Agreement shall remain in full force and effect during the renewal term(s), except for such terms as the parties may modify or amend.

Section 7.02. Termination. This Agreement may be terminated by either party upon 30 days written notice to the other or by the mutual agreement of the parties.

Section 7.03. Effect of Termination. The conditions of this Agreement shall remain in effect for all materials delivered prior to the effective date of termination.

## ARTICLE 8. MISCELLANEOUS

Section 8.01. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Iowa and all obligations are enforceable in accordance with those laws.

Section 8.02. Notice. Except as otherwise provided, all notices required to be sent by or to either party shall be in writing and forwarded by certified mail to the party to which notice is given, as follows:

If to Agency, notice shall be sent to:

Louisa Regional Solid Waste Agency  
JoEllen Schantz  
8313 K Avenue  
Wapello, IA 52653  
Phone: 319-523-5271  
E-mail: locoe@louisacomm.net

If to City, notice shall be sent to:

Kristy Korpi, Solid Waste Manager  
Muscatine Recycling Center and Transfer Station  
1000 S. Houser St.  
Muscatine, IA 52761  
Phone: 563-263-9689  
Fax: 563-263-9688  
E-Mail: kkorpi@muscatineiowa.gov

Section 8.03. Severability. If any part or provision of this Agreement shall be held invalid, void, unenforceable, or illegal, the rest of the Agreement shall remain in full force and effect.

Section 8.04. Amendment. This agreement shall be amended only in writing by mutual consent of the parties.

Section 8.05 Relationship of Parties. Nothing in this Agreement is intended, nor should it be intended, nor should it be interpreted or construed, as in any way establishing a partnership between the parties or as constituting one party as the agent or representative of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Louisa Regional Solid Waste Agency

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

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

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

Chair

Attest: \_\_\_\_\_

City of Muscatine, Iowa

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

Diana Broderson, Mayor

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

Attest: \_\_\_\_\_

Gregg Mandsager, City Administrator