



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

Recycling Center and Transfer Station

Phone (563) 263-9689

Fax: (563) 263-9689

MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator

From: Laura Liegois, Solid Waste Manager

Date: July 12, 2012

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

Recycling Center
Transfer Station
Landfill Operations
Refuse Collection

Introduction:

Over the past six years, the City of Muscatine and the Louisa Regional Solid Waste Agency have entered into an agreement for services provided by the City of Muscatine for household hazardous waste handling for Louisa County residents.

Background:

The Louisa Regional Solid Waste Agency is a small facility that needs to provide this service to their residents, but due to staffing and budget restraints Louisa County found it challenging to create their own program. As part of the solid waste management program in Iowa, the Iowa Department of Natural Resources requires a household hazardous waste program be in place for each county. Muscatine Recycling Center and Transfer Station has had a program already set up for our residents since the mid 1990's. Our program is part of the Waste Commission of Scott County's program for household hazardous waste disposal. All of the materials collected here are sent to Scott County for proper handling and disposal with a hazardous waste facility.

In the fall of 2006, the City of Muscatine and Louisa County entered into an agreement for services from the City of Muscatine for Louisa County residents for proper disposal of materials. Each time a household from Louisa County brings items to the Muscatine Recycling Center and Transfer Station, the City of Muscatine charges \$35.00 per household to Louisa County.

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 approved for household hazardous waste services. This contract is for one year, from August 1, 2012 – July 31, 2013. The Louisa Regional Solid Waste Agency is planning to approve this contract at the July 17, 2012 agency board meeting.

If you have any further questions in regards to this agreement, please contact me.

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

This agreement is made this 17th day of July 2012, 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 totaling a maximum of \$4,750.00. 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 one year beginning August 1, 2012 and ending July 31, 2013. 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
Jo Schantz
8313 K Avenue
Wapello, IA 52653
Phone: 319-523-5271
E-mail: locoe@louisacomm.net

If to City, notice shall be sent to:

Laura Liegois, 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: lliegois@ci.muscatine.ia.us

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: _____
DeWayne Hopkins – Mayor

Date: _____

Attest: _____
Gregg Mandsager – City Administrator