

STAFF REPORT

DATE: June 4, 2019

CONSENT

TO: Mayor and Council

AGENDA ITEM: Approve 2019 Grant Agreement for Municipal Recycling Grant Distribution and

Municipal Recycling Grant Guidelines

SUBMITTED BY: Tanya Nuss, Permit Technician **REVIEWED BY:** Kristina Handt, City Administrator

BACKGROUND:

The City submitted a grant proposal at the beginning of the year to the Washington County Department of Public Health and Environment to receive money for recycling program expenses in 2019.

The City received an agreement to pay up to \$16,484.00 to be used for the submitted recycling project expenses in 2019 from the Washington County Department of Public Health and Environment.

The recycling projects the City applied for are:

- 1. One page of the City's new website will be dedicated to recycling, the money will be used for the creation and staff time updating the page.
- 2. The Fresh and the Spring & Fall Newsletters will contain recycling information in them. Money will be used for staff time, production costs, and mailing costs associated with the portion of these that is recycling.
- 3. A portion of the New Resident Guide will be dedicated to recycling. Money will be used for staff time and production costs, and mailing costs associated with the portion of these that is recycling.
- 4. A recycling ordinance update is planned, the money will be used for the creation and publication.

The process for the agreement to become official is as follows:

- Council needs to approve the Grant Agreement and Guidelines
- Signatures from the City will need to be sent back to Washington County
- A required proof of liability and workers comp insurance certificate needs to be sent listing Washington County as the certificate holder.
- Once all documents are reviewed, the grant agreement will be submitted for the Department Director's signature and the City will be notified of approval. The county signature date will be the official start date.
- A copy of the signed agreement will be forwarded for our records.

• A Final Program Expenditures Report will be submitted to the County by the end of the year regarding the costs of the work the City has done regarding recycling in 2019.

ISSUE BEFORE COUNCIL:

Should the Council approve the 2019 Grant Agreement for Municipal Recycling Grant Distribution and Municipal Recycling Grant Guidelines?

PROPOSAL:

Council approval is the next step in the process to receive the grant. If Council approves the 2019 Grant Agreement for Municipal Recycling Grant Distribution and Municipal Recycling Grant Guidelines, staff will finish the agreement submittal and track the recycling projects for all of 2019 in accordance with the guidelines. Staff will also submit the Final Program Expenditures Report in order to meet the requirements of the grant and receive our final payment.

FISCAL IMPACT:

The grant is up to \$16,484.00 to be used for recycling program expenses in 2019.

OPTIONS:

- 1. Approve the 2019 Grant Agreement for Municipal Recycling Grant Distribution and Municipal Recycling Grant Guidelines
- 2. Deny the 2019 Grant Agreement for Municipal Recycling Grant Distribution and Municipal Recycling Grant Guidelines
- 3. Take no action

RECOMMENDATION:

If removed from the consent agenda:

"Move to approve the 2019 Grant Agreement for Municipal Recycling Grant Distribution and Municipal Recycling Grant Guidelines."

ATTACHMENTS:

- Certificate of Liability Insurance
- 2019 Grant Agreement for Municipal Recycling Grant Distribution
- Municipal Recycling Grant Guidelines

OP ID: JZ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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CE	EDTIFICATE HOLDED				ANCELLATION				
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Washington County 14949 62nd Street N Stillwater, MN 55082					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Binneyo				

WASHINGTON COUNTY

CONTRACT #

PUBLIC HEALTH & ENVIRONMEN TERM: - 12/31/19

2019 GRANT AGREEMENT FOR MUNICIPAL RECYCLING GRANT DISTRIBUTION

THIS AGREEMENT made and entered into by and between the County of Washington, hereinafter referred to as the "County", and the City of Lake Elmo, 3800 Laverne Ave. N., Lake Elmo, MN 55042, herein after referred to as the "Grantee".

WHEREAS, the County desires to encourage and provide opportunities for residential recycling to reduce the County's reliance on solid waste disposal facilities, and

WHEREAS, the Washington County Board of Commissioners has budgeted funds to be used to further develop recycling projects in the County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term:

The term of the Agreement shall be from the date this Agreement is approved by the County to December 31, 2019.

2. The County's Obligations:

The County will pay the Grantee an amount of up to \$16,484.00 which is to be used for recycling program expenses in 2019. Payment will be within 60 days of execution of this Agreement.

3. The Grantee's Obligations:

- a. The Grantee agrees to follow their 2019 Municipal Recycling Grant Application and the guidelines therein (Exhibit A).
- b. The Grantee will use all recycling grant money received in 2019 as a result of this Agreement, for base funding activities, recycling projects, and public education related to recycling, as indicated in Exhibit A. If all recycling grant funds are not used within the grant period, the Grantee must return unexpended funds to the County unless the County approves utilizing the unspent funds for recycling projects the following year.
- c. The Grantee shall sign and return this Agreement to the County by July 1, 2019. Failure to do so will result in a reduction or loss of grant funds.
- d. The Grantee agrees to support State 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 Grantee will prepare and submit annual work plan project reports to the County. The reports shall cover the time period from January 1 to December 31 and shall be submitted to the County by January 31st of the year following the reporting period. The annual reports are available on the County's Municipal Recycling Grant Application and Reporting software (Re-TRAC Connect).
- f. Pursuant to Minnesota Statutes Sections 115A.46 and 115A.471, all waste generated by city/township government activities (including city/town halls, public

works buildings, parks, and for city/townships that arrange for waste services on behalf of their residents) shall be delivered to the Ramsey/Washington Recycling and Energy Center in Newport for disposal. Failure to comply with this provision shall constitute a breach of this Grant Agreement.

g. The parties agree that if the Grantee contracts or otherwise arranges for municipal solid waste hauling service on behalf of its residents and/or businesses and the Grantee issues bills for this service, the Grantee shall bill the County Environmental Charge (CEC) as a separate line item on the solid waste bill and shall make reasonable effort to collect the CEC. Exception to this provision is if the licensed hauler collected the CEC for the previous year. All County Environmental Charges collected shall be remitted to the County according to section 14.5 of Washington County Ordinance #178 or its replacement, Ordinance #194, effective July 1st, 2014. Failure of the Grantee to comply with this provision shall constitute a breach of this Grant Agreement and will result in loss of grant funds.

4. Indemnification and Insurance:

- a. The Grantee agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor/Consultant in the performance of this agreement.
- b. The Grantee agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:
 - 1. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - 2. Automobile coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
 - 3. Worker's Compensation in statutory amount. (if applicable)

Prior to the effective date of this Agreement, the Grantee will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, Grantee shall insure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Vendor to maintain a current certificate of insurance with the County shall be a substantial breach of the contract and payments on the contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the County.

5. Data Practices:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Grantee because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal regulations on data privacy.

6. Condition Subsequent:

It is understood and agreed that in the event that reimbursement to the County from state sources is not obtained and continued at a level sufficient to allow the Grant, the obligations of each party hereunder shall thereupon be reviewed to determine the necessity of renegotiating all or parts of this Agreement.

7. Records Availability and Retention:

Pursuant to Minnesota Statute Section 16C.05, Subd. 5, the Grantee agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Grantee and involve transactions relating to this Agreement.

Grantee agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

8. Independent Contractor:

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Grantee or employees of the Grantee performing services under this Agreement.

9. Nondiscrimination:

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, sexual preference or orientation, disability, marital status, public assistance status, criminal record, creed or national origin,

be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

10. Firearms Prohibited:

Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on county premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision is grounds for immediate suspension or termination of this contract.

11. Noncompliance by Grantee:

If the County finds that there has been a failure to comply with the provisions of this Agreement, the County may terminate the Agreement at any time following seven (7) days written notice to the Grantee and upon failure of the Grantee to cure the default within the seven day period. The County will require the Grantee to repay the grant funds in full or in a portion determined by the County. Nothing herein shall be construed so as to limit the County's legal remedies to recover grant funds.

12. Termination:

This Agreement may be canceled by either party upon thirty (30) days written notice. Notice to the Cities shall be mailed to the City Administrator or to the City Clerk if there is no Administrator. Notice to Townships shall be mailed to the Township Clerk. Notice shall be sent to the official business address of the City or Township. Notice to the County shall be mailed to: Department of Public Health and Environment, 14949 62nd Street N, PO Box 6, Stillwater, MN 55082-0006.

13. Merger and Modification:

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an Amendment and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

GRANTEE	WASHINGTON COUNTY
BY	BY
TITI E	Lowell R. Johnson, Director
TITLE	Department of Public Health and Environment
DATE	
	DATE
	APPROVED AS TO FORM
	BY Sylly
	Ass't Washington Co. Attorney
	DATE 5/3/19

Municipal Recycling Grant Guidelines

2019

Municipalities in Washington County are responsible for establishing and maintaining municipal recycling programs. The County provides educational, financial and technical assistance to local governments to aid these programs. The County's municipal recycling grant program assists municipalities with recycling program expenses.

Grant funding levels are dependent on municipality household counts and recycling program activities. Municipalities are encouraged to apply for the maximum level of funding. Three levels of grant funding are available:

- 1. A base amount is provided to cover administrative and basic recycling program expenses and is dependent on the number of households in a community.
- 2. A second level, project funding, is targeted to specific grant projects that are related to achieving recycling goals.
- 3. A third level, shared resources funding, is targeted to fund collaborations among municipalities; such as a shared recycling coordinator.

I. Eligibility Requirements

In order to receive funding through the Washington County municipal recycling grant, municipalities must meet the following eligibility requirements:

- 1. A municipality's curbside recycling program shall be established by ordinance or a contract with a recycling contractor and be in operation during 2019.
- Municipality must 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.
- 3. All multi-unit dwellings (4 or more units) must have recycling service available.
- 4. At a minimum, the municipality must meet or plan to meet the components under the BASIC category of the recycling continuum (see page 10).
- 5. At a minimum, municipal staff must participate in one, in-person meeting with PHE staff to develop the two year grant project work plan.
- 6. Verification of Compliance with Minnesota Statute 115.471 and 115A.46 Public Entities Law (if applicable)

II. Funding Application

Municipalities must complete a funding application by April 1, 2019 to receive grant funding. Completed applications and yearly work plan must be submitted using the Re-TRAC Connect program.

III. Grant Funding Allocation

Funding is separated into three (3) categories:

Base funding: this is funding for activities that sustain the municipalities existing
recycling program. This includes funding for administration of a recycling ordinance,
resident questions, completing the municipal grant application, work plan and annual
report, residential recycling information and meeting the Basic components of the
continuum. The table below shows how base funding is determined for each
community.

# of Households	Eligible Amount for Base Funding			
<u><</u> 450	\$1,500.00			
451-1000	\$2,500.00			
1001-2000	\$5,000.00			
2001-5000	\$10,000.00			
5001-10000	\$20,000.00			
≥10000	\$30,000.00			

Note: household data is retrieved from the Metropolitan Council's most recent population estimates. These estimates are the official population and household estimates for state government purposes, including how local government aid (LGA) and local street aid allocations are determined. Previous year estimates are prepared the following year and certified by July 15.

- 2. **Project funding**: this is funding to develop and implement new or expanded recycling projects that encourage movement along the recycling continuum. A municipality is eligible to receive \$0.50/household per project. A municipality may qualify for up to four projects per year.
- 3. **Incentive funding**: this is one-time special project funding for large purchases like outdoor bins.
- Shared Resource funding: this is targeted to fund collaborations among municipalities; such as a shared recycling coordinator.

IV. Eligible Expenses

Grant funds may be used for the following recycling related expenses:

a. Administrative

- Salary and legal costs of personnel only while directly working on, part time or full time, on the planning, implementation and promotion of eligible activities.
- Salaries, benefits and mileage for consultant services or temporary help with prior written approval from PHE and must be related to eligible activities.

b. Public Education and Promotion

- Design, production, and distribution of flyers, brochures, newsletter articles, posters, advertisements, videos, billboards, audio (radio, video, television, theater), electronic (website and e-news) and other promotional items necessary to advance eligible activities
- Development of promotional materials for a community event such as a clean-up day or road clean up event
- The percentage of cost for a municipality's newsletter devoted to recycling
- Environmental commissions and related expenses directly related to recycling and waste education (maximum of 25% of County grant funds)

c. Capital expenses

- Event recycling containers (ie Clear Stream recycling)
- Public space recycling containers (ie parks, trails, athletic facilities)
- Recycling containers for municipally owned/operated buildings and internal spaces

d. Internal recycling

 Internal municipal recycling education and related needs (i.e. labels) or special events

e. Other

- Waste reduction projects (ie backyard composting promotion activities)
- Other expenses with prior written approval from the PHE

V. Ineligible Expenses

- a. Permanent, year-round recycling drop-off locations
- b. Disposal expenses related to community clean up events or road clean- up activities such as wages to workers and hauling/disposal expense for trash or material collected and used as a fuel such as tires and used oil
- c. Projects specific only to energy or ground water
- d. Ongoing recycling or garbage service fees (collection, processing, transportation)
- e. Costs for office equipment
- f. Street sweeping expenses
- g. Beautification projects or rain gardens
- h. Lobbying
- i. Funding currently budgeted or being provided by applicant

VI. List of Standard Recyclable Materials to Be Collected Curbside for Single Sort Collection

PHE created the list of standard recyclable materials to be collected curbside after researching current materials collected curbside by haulers as well as the availability of viable end markets for those materials. This list covers only the **minimum** materials recommended for residential curbside collection. A municipality may require the collection of additional recyclable materials. A municipality may choose how to enforce such as through ordinance or hauler licensing. At a minimum, the following materials must be included in the municipality's curbside program:

Standard Recyclable Materials to Be Collected Curbside for Single Sort Collection Paper

- Boxboard including corrugated cardboard (OCC)
- Envelopes- window and metal clasps acceptable
- Magazines and catalogs
- Mail, office and school paper
- Newspaper and inserts
- Phone books
- Shredded paper in closed paper bag

Cartons

- · Milk and broth cartons
- Juice boxes

Metal

Food and beverage aluminum/tin/bimetal cans

Glass

· Food and beverage bottles and jars

Plastics

- PET (#1)
 - water, soda and juice bottles
 - ketchup and salad dressing bottles
- HDPE (#2)
 - Milk and juice jugs
 - Dish soap bottles and detergent jugs
 - Shampoo, soap and lotion bottles
- PP (#5)
 - Yogurt, pudding and fruit cups
 - Margarine, cottage cheese and other tubs

This standard list of recyclables for single sort recycling collection will be periodically reviewed and updated by PHE as additional materials and end markets become available. PHE may add materials to this list and require municipalities to begin collection of the new materials within one year of receiving notification from the PHE.

VII. Verification of Compliance with Minnesota Statute 115.471 and 115A.46 Public Entities Law

As a condition of eligibility for the Washington County Municipal Recycling Grant funds, pursuant to Minnesota Statutes 115A.46, subd. 5 and 115A.471, all waste generated by municipal government activities, including, but not limited to city/town halls, public works buildings, parks, etc., and waste arranged or waste contract for on behalf of its residents (such as organized garbage collection), must be managed in accordance with the County's Solid

Waste Management Plan and delivered to the Ramsey/Washington County Resource Recovery Facility in Newport for disposal. Failure to comply with this provision shall constitute a breach of the Municipal Recycling Grant Agreement.

VIII. Reporting

1. Hauler Reporting

The Minnesota Pollution Control Agency will collect tonnage reports directly from haulers on behalf of Counties and Municipalities. Reports will be collected on a quarterly basis and will have tonnage amounts for MSW/garbage, recycling and source separated organics listed for each County. To ensure data is provided to the State quarterly, municipalities are expected to continue their role in enforcing hauler compliance through existing ordinances, contracts or licenses with haulers. Municipalities are expected to exercise punitive actions, if needed. The final, compiled hauler reports will be available on the County's Re-TRAC Connect system for municipality's to view after the reporting period has closed.

2. Annual Work Plan Project Status Reports

Municipalities receiving funding through the Washington County municipal recycling grant program must complete annual work plan project status reports. The annual report is a measure of a municipality's progress towards meeting components on the recycling continuum and on program expenditures. Annual reports must be completed by the municipality receiving the grant by mid-February of each year using the County's Re-TRAC Connect system.

a. Work plan project status report:

- project completion (yes/no)
- performance measurements (minimum of 3 forms of measurement, as identified in work plan, should be reported)
- description of information helpful to other municipalities desiring to replicate projects

3. Final Program Expenditures Report

Municipalities receiving funding through the Washington County municipal recycling grant program must complete final program expenditures report at the end of the grant term that includes the following:

- **a. Program expenditures:** Total program expenditures must equal total program revenue.
 - Administrative costs including
 - Direct salaries
 - Direct membership, training, subscriptions
 - Consultant services and or temporary help
 - Promotion
 - Design, printing and postage
 - Advertisements
 - Videos

- Promotional items
- Special events
- Other (list and describe)
- Capital Costs
- Collection Costs (recycling grant funds cannot be used for collection costs)
- Other

For each line item on the report's expenditures sheet, indicate:

- Total County grant funds used
- City/Township funds contributed
- % of County grant used for particular line item
- Total expenditures

IX. Recycling Performance

A municipality's performance will be evaluated based on information from the annual work plan project status reports, from hauler reports submitted directly to the State, and reasonable effort towards reaching outcomes from work plan activities implemented. PHE reserves the right to request documentation for information submitted.

Failure by a municipality to demonstrate measureable progress towards one or more of the work plan goals will result in a Recycling Improvement Plan be submitted 90 days of being notified by PHE. The Plan must be negotiated with PHE and specify the efforts that will be undertaken by the municipality to improve its recycling program to achieve the identified goal in the work plan by implement strategies agreed upon by municipal staff and PHE. The plan should focus on components of the recycling continuum. Funding may be withheld until the municipality's Plan is completed and approved by PHE.

X. County Responsibilities

a. Grant documents

PHE will provide the grant application and work plan by February 1st for each municipality to use to request grant funding and to develop project work plans. PHE will also provide the annual report for municipalities to report on their recycling program. Annual reports are available year round.

b. Meetings

PHE staff will continue to host quarterly recycling coordinator meetings and will make meeting materials available on the <u>City Recycling Resources</u> webpage on the County's website. PHE staff will also continue to coordinate individual work plan meetings with each municipality to identify grant projects.

c. Technical assistance

PHE staff will help identify if and how additional technical assistance is needed.

d. Payments

Grant payment will be made in one installments, which is to be used for recycling program expenses in 2019. The payment will be made within 60 days of execution of

the Recycling Grant Agreement.

e. Recycling tonnages

Recycling tonnages for each municipality will be collected by the Minnesota Pollution Control Agency (the State) from the community's recycling hauler(s) on a quarterly basis. Reports are available on the County's Re-TRAC Connect system.

f. Residential recycling survey

If requested, PHE will assist in the development of a survey on residents' recycling knowledge and behavior for municipalities to promote and distribute regularly.

g. Online recycling information and best practices

PHE will maintain the <u>City Recycling Resources</u> webpage on the County's website for use by municipal staff to obtain information on recycling best practices, learn about other grantee projects, track recycling coordinator meetings, and access templates and other educational information designed specifically for use by municipalities.

g. Commercial Recycling

PHE has a separate funding mechanism to promote and support recycling in the commercial sector. This program is called BizRecycling and more information can be found at www.bizrecycling.com.

h. Recycling in multi-unit dwelling (4+ units)

A separate funding program may be developed for multi-unit dwelling recycling.

Suppl	lemental	documents	required	upon	application	submittal:
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Waste and recycling ordinance(s) (if applicable)
Waste and recycling contract(s) (if applicable)
City/Township council meeting minutes (if applicable)
Verification of public entities law (Minnesota Statute 115.471 and 115A.46) (if applicable)
A certificate of insurance indicating the municipalities' general liability limits as
indicated in Section 4 of the Agreement. Please be sure to include the certificate with the
application and not have it sent separately by your insurance carrier.

Washington County Municipal Recycling Performance Continuum **Residential Recycling**



BASIC

Submit grant materials by due

- Attend recycling coordinator meetings
- Participate in shared resource opportunities
 - Require single sort collection
- Provide recycling cost to residents once/year
- Require standard recyclables collected
- Provide effective resident education
 Participate in county-wide
- Provide online recycling information

promotions

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