



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: Greg Jenkins, Interim City Administrator
From: David Popp, Solid Waste/ Collection and Drainage Manager
Date: August 14, 2020

Recycling Center
Transfer Station
Landfill Operations
Refuse Collection

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

Introduction:

The City of Muscatine Solid Waste Division 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. For this service, the City of Muscatine charges Louisa County \$35.00 each time a Louisa County resident brings HHW to the Muscatine Transfer Station. The Muscatine Transfer Station has an agreement with Scott County Waste Commission to receive all household hazardous waste collected in Muscatine and Louisa Counties. The \$35.00 fee charged to Louisa County covers the disposal fee, handling and administrative fees incurred by accepting Louisa Counties HHW. In FY 20, we invoiced Louisa County for 23 drop-offs, or \$805.00. The contract limits the annual amount that can be billed at \$4750.00. This amount is adequate to cover annual costs for accepting Louisa Counties HHW.

Recommendation/Rationale:

Staff recommends that the agreement between the City of Muscatine and Louisa County for the acceptance of Louisa County HHW be extended for a three year period, or July 1, 2020 thru June 30, 2023.

Background Information:

Request to extend HHW agreement from Louisa County.
Louisa County HHW Agreement

LOUISA REGIONAL SOLID WASTE AGENCY

8313 K Ave.

WAPELLO, IA 52653

319-523-5271 (Office)

319-523-5013 (Transfer Station)

Brad Quigley, Chairman

Jeff Vonnahme, Vice Chairman

Joellen Schantz, Transfer Station Manager

Email: locoe@louisacomm.net

July 15, 2020

To: Muscatine Transfer Station
City of Muscatine
1000 South Houser Street
Muscatine, IA 52761

Attn: David Popp, Solid Waste Manager

Louisa Regional Solid Waste Agency wishes to extend our Household Hazardous Materials Service Agreement with the City of Muscatine and the Muscatine Transfer Station. If agreeable to you, we would like to extend the agreement for another three (3) year period.



Joellen Schantz, Manager

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

This agreement is made this 21st day of August, 2020 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 an 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 July 1, 2020 and ending July 31, 2023. Agency and City may extend this Agreement 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:

David Popp, Solid Waste Manager
Muscatine Transfer Station
1000 S. Houser St.
Muscatine, IA 52761
Phone: 563-263-9689
Fax: 563-263-9688
E-Mail: dpopp@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: _____

Greg Jenkins, Interim City Administrator