SPECIAL ENVIRONMENTAL COMMITTEE
CITY HALL COUNCIL CHAMBERS
SEPTEMBER 23, 2015
6:00 P.M.

AGENDA

I. CALL TO ORDER

II. CONSENT AGENDA
   A. Minutes (page 1)

III. NEW BUSINESS
   A. West Central Sanitation – Recycling Carts Proposal (page 6)
   B. 2016 Compost Site Operation Changes – Proposal to be presented at the meeting (page 16)

IV. OLD BUSINESS
   A. Curb-side Leaf Pick Up – Saturday, October 24, 2015
   B. Outdoor Wood Burner Ordinance (page 49)

V. INFORMATIONAL

VI. ADJOURN

Please contact Ron Mergen at 320-243-3714 ext. 230 or at ron@paynesvillemn.com if you are unable to attend the meeting.

Members: Donavan Mayer, Bev Aas, Neil Herzberg, Brandon Michaelis, Duane Olmscheid, Harry Thielen, Mike Jensen, Urban Fuchs, Chuck Koshiol, and Hockey Association Representative, Chad Woelfel. Advisory Members: Don Williamson, Ron Mergen, and Renee Eckerly.

This agenda has been prepared to provide information regarding an upcoming meeting of the Paynesville Environmental Committee. This document does not claim to be complete and is subject to change.

BARRIER FREE: All Paynesville Environmental Committee meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact City Hall (320) 243-3714 early, so necessary arrangements can be made.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Environmental Committee

Committee/Council Meeting Date: September 23, 2015

Agenda Section: Consent

Originating Department:

Item Number: II - A

ITEM DESCRIPTION: Minutes

Prepared by: Staff

COMMENTS:

Please review the attached minutes from the March 12, 2015 and March 26, 2015 Environmental Committee meetings.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

A motion to approve the minutes from the March 12, 2015 and March 26, 2015 Environmental Committee meetings.

MINUTES
ENVIRONMENTAL COMMITTEE

MARCH 12, 2015

Chairman Bev Aas called the meeting to order at 6:00 p.m. Members present were Neil Herzberg, Harry Thielen, Duane Olmscheid, Mike Jensen, Chad Woelfel, and Brandon Michaelis. Also present were Advisory Members Ron Mergen, Public Works Director; and Don Williamson, West Central Sanitation. Absent were Urban Fuchs and Chuck Koshiol.

Motion was made by Jensen to approve the minutes of the April 3, 2014 Environmental Committee Meeting minutes. Seconded by Thielen and unanimously carried.

ELECTION OF OFFICERS

Motion was made by Olmscheid to elect the following officers:
Chairperson – Bev Aas
Vice Chairperson – Neil Herzberg
Secretary – Ron Mergen
Seconded by Jensen and unanimously carried.

MEETING SCHEDULE

Motion was made by Herzberg to set the meeting dates for the second Thursday in March and the first Thursday in April at 6:00 p.m. Seconded by Aas and unanimously carried.

SPRING CLEAN UP & HHW COLLECTION

The date for the cleanup is scheduled for Saturday April 25, 2015 from 8:00 a.m. to 11:00 a.m. Members reviewed the flyer and pricing on each category and items with the following changes:

$4.00 per car tire	$9.00 with rim
$5.00 light truck	$10.00 with rim
$57.00 tractor tire	
$20.00 TV's	
$25.00 console TV's	

Williamson has contacted A & A recycling and confirmed that they will be at the cleanup; the price for appliances will be $7.00 per appliance. The ROSE center will assist the handicapped and senior citizens with bringing items to the cleanup. Bank of the West is sponsoring the shedding contract in the amount of $450.00. Flyers will be updated and ready to distribute at the next meeting. The HHW flyer was reviewed and no changes were necessary.

CURBSIDE SCAVENGING

The poster was reviewed with the scavenging dates to be Friday April 17, 2015 to Sunday April 19, 2015.

COMPOST SITE

ROSE Center Compost Site Fee Waiver Request
The ROSE Center provides lawn services and transports the leaves, brush, and grass to the Compost Site for senior citizens and handicapped residents. After a short discussion,

> **Motion was made by Thielen to waive the Compost Site $200.00 fee for the ROSE Center and recommend such to the City Council. Seconded by Jensen and unanimously carried.**

Paynesville Area Schools Compost Site Fee Waiver Request
The current fee structure is $10.00 per resident, open to the resident during the regular staffed hours or a commercial permit for $200.00 which gives them a key and they can utilize the site any time. Members discussed the request and commented that if the City grants this request the City will have a list of civic organizations asking to have the commercial fee waived. A special rate for non-profits was discussed. Members noted that the funds are a pass through to the Hockey Association and the Township and City are committed to cover the short fall.

> **Motion was made by Thielen to not waive the Compost Site fee waiver request from the Paynesville Area School and to keep the fee schedule as is; $10.00 for residential and $200.00 for commercial. Seconded by Jensen and unanimously carried.**

Agreement
The Agreement was reviewed with one addition under the Hockey Association's responsibility. The Association will flood and maintain the outdoor ice rink as this is a service the Hockey Association is already providing. The Hockey Association will again man the Compost Site for $6,500.00. If the permit fees collected don't reach the $6,500.00; the City and Township will make up the difference at a 62%:38% cost split respectively. The Compost will again be open on Mondays in May, June and October which seemed to be very popular last year.

> **Motion was made by Aas to approve the Agreement between the City of Paynesville, Paynesville Township, and the Hockey Association for the Compost Site and recommend such to the City Council. Seconded by Michaelis and unanimously carried.**

TOWNSHIP OIL DEPOT

Thielen presented the Oil Depot Report. Since 2003 the site has taken in a total of 46,207 gallons of oil, 1,104 gallons of antifreeze, and 11 ½ barrels of used oil filters.

CURB SIDE LEAF PICKUP

Mergen reported that the County Sentence To Serve (STS) crew has opened the bags in the past. The County is now charging for this service. Members discussed options; it was requested to table this until the April meeting.

SURVEY – CAMPFIRE & WOOD BURNING

The survey that was conducted regarding campfires/wood burners was reviewed. Outdoor wood burners were noted as having the potential for being problematic and that the City should regulate these. It was suggested to have an ordinance drafted for review at the next meeting.

NEXT MEETING

The next meeting will be held on Thursday, April 9, 2015.

There being no further business the meeting was adjourned at 7:10 p.m.

MINUTES
ENVIRONMENTAL COMMITTEE

MARCH 26, 2015

Chairman Bev Aas called the meeting to order at 6:00 p.m. Members present were Neil Herzberg, Harry Thielen, Duane Olmscheid, Mike Jensen, Chad Woelfel, and Brandon Michaelis. Also present were Advisory Members Ron Mergen, Public Works Director and Don Williamson, West Central Sanitation. Absent was Chuck Koshiol.

There were no minutes available for approval.

RESIGNATION

A letter from Urban Fuchs was read stating his resignation from the Committee due to his health.

> **Motion was made by Thielen to accept the resignation of Urban Fuchs from the Environmental Committee, effective immediately and recommend such to the City Council. Seconded by Aas and unanimously carried.**

SPRING CLEAN UP & HHW COLLECTION

Members reviewed the flyers and noted both flyers were of the Spring Clean Up. The Household Hazardous Waste (HHW) flyer was missing. Mergen stated that the HHW posters will be printed and distributed. The lay out for setting up was reviewed, members suggested leaving it the same as last year as it worked well. Volunteers were discussed noting that the County will need 4 people to assist them. Michaelis, Olmscheid, and Williamson all stated they will be well staffed. The Township will likely have 3 volunteers and the Hockey Association will have 1 or 2 volunteers.

CURBSIDE SCAVENGING

The Scavenging Day flyer was distributed to members asking them to post them around town as the City does not advertise in the paper for this event.

CURB SIDE LEAF PICKUP

Members discussed organic, decomposable bags and this could be a possible solution to opening the bags. Opening the bags was discussed as a dirty job as some of the grass and leaves are bagged weeks ahead of the pickup and the material is in the decomposition stage. Some members viewed this as a good option, it was suggested to check pricing and bring it to a special meeting.

OUTDOOR WOOD BURNER ORDINCANCE

It was reported that staff is researching a possible ordinance to address this.

There being no further business the meeting was adjourned at 6:20 p.m.

GARBAGE, RUBBISH & RECYCLABLES PICKUP AGREEMENT

THIS AGREEMENT, is made and entered into this 10th day of August, 2011, by and between West Central Sanitation, Inc., party of the first part, and the City of Paynesville, a municipal corporation, party of the second part. The parties hereby agree as follows:

1) All definitions, terms, and provisions of Paynesville City Code, Chapter 3, Section 3.40 concerning the collection and disposal of garbage, rubbish and recyclables within said City and providing for licensing and regulation thereof shall be considered a part of this agreement as if fully set forth herein excepting only that no changes in the rates set forth in this contract will be allowed absent written consent of both parties, or as provided below.

2) Commencing on November 1, 2011, and for a period of seven (7) years thereafter, party of the first part agrees as follows:

a) To furnish same day garbage and rubbish hauling services to all residents within the City of Paynesville, recyclables will be picked up at a minimum of one day per week the same day as garbage and rubbish pickup. The day of pickup to be decided through the negotiations of the first and second parties. The party of the first part will provide carts and recycling bins free of charge and will maintain them, except that in the case of willful destruction such as hot ashes, paint or theft, in which case the party of the first part may charge individual customers for replacement of destroyed or

damaged carts. The replacement fee will be $65.00 for carts and $10.00 for recycling bins. Garbage and rubbish shall be deposited in carts provided by West Central Sanitation. All extra garbage that will not fit in a cart shall be deposited into a plastic bag or container of a size capable of being handled by one person, not to exceed 35 pounds or 30 gallons, with an appropriate tag attached as provided in Paragraph 6 below, and all other materials shall be determined to be acceptable for solid waste disposal in conformance with ordinances, rules or regulations pertaining thereto established by the Tri-County Solid Waste Commission or other lawful authority. Recyclables shall be deposited in bins provided by the hauler. The hauler will provide up to three (3) bins per household on request. It is specifically provided that the party of the first part shall not be required to pick up or remove any item excluded from solid waste disposal by said Tri-County Solid Waste Commission. Party of the second part shall enforce such restrictions and shall keep the residents of the said City of Paynesville advised of all requirements and restrictions pertaining to materials which may be disposed.

b) Party of the first part shall use enclosed trucks or trailers specifically designed and approved for garbage and rubbish collection and recycling and provide the City with specifications of all vehicles used for said purpose on demand by the City.

c) Party of the first part shall dispose of all garbage, rubbish and recycling materials at such place or places as may be approved by the Minnesota Pollution Control Agency and/or the Tri-County Solid Waste Commission or the City of Paynesville

d) Party of the first part shall collect all garbage, rubbish and recyclables from residences in the said City on a volume basis a minimum of once a month/up to one time per week. All garbage, rubbish and recyclables for pickup shall be placed on or near the curb. The City shall be responsible for enforcement of pickup location. Party of the first part shall have no obligations to remove garbage, rubbish or recyclables not placed on or near the curb. The basic charge for said collection shall be based on volume as per the schedule appearing in Paragraph 6, below. The City reserves the right to establish or modify any franchise fee or surcharge amount to be collected by West Central Sanitation, Inc., and paid to the City. Larger items may be disposed of by party of the first part for such additional compensation as may be established pursuant to agreement with individual residential customers.

e) Pickup of garbage, rubbish and recyclables resulting from city operations (e.g. street cans, park barrels, etc.) shall be excluded from the terms of this contract, and the parties shall negotiate charges to be made for such service.

8

f) Party of the first part shall comply with all health regulations and ordinances of the City of Paynesville, the State of Minnesota, the Tri-County Solid Waste Commission, and such other governmental or regulatory agencies as shall regulate the transportation and disposal of garbage, rubbish and recyclables originating in the City of Paynesville. For its part, said City of Paynesville shall assist party of the first part in advising residential customers of such administrative rules, regulations and ordinances as shall be necessary to control the nature and volume of material to be disposed, or implement any future rules or regulations implemented by governmental agencies under color of law. In the event that a residential customer shall not comply with such valid rules or regulations, party of the first part shall not have an obligation to pick up or remove garbage, rubbish or recyclables from that residence, and the City of Paynesville shall take those steps necessary to bring the residential customer into compliance.

g) Party of the first part shall provide a local telephone number, or a toll free number, making the same known to the public, for direct contact with the public concerning operations hereunder.

h) Party of the first part shall provide statutorily required workers compensation insurance coverage for all its employees; comprehensive general liability coverage of $1,500,000.00 per occurrence, $500,000.00 per individual; automobile liability coverage of $1,500,000.00 per occurrence,

a

$500,000.00 per individual, combined single limit on all vehicles; property damage coverage of $1,000,000.00, and provide said City of Paynesville with certificates of insurance indicating the foregoing limits of coverages. If statutory limits change, party of the first part will insure that minimum statutory requirements are met. If the Minnesota Municipal Tort Liability Act is modified, the insurance requirements for the party of the first part shall be modified accordingly.

3) This Agreement shall commence on the 1st day of November, 2011 and terminate on the 31st day of October, 2018.

4) It is mutually agreed that either party may give the other written notice a minimum of 60 days prior to expiration of this contract of its desire to renegotiate and/or continue the contract. In such event the parties shall enter into negotiations to determine if renewal of the contract or extension thereof is in order.

5) All covenants and agreements herein shall extend to and bind the successor and assigns of either party. However, if the party of the first part assigns its interest under this contract the party of the second part is free to terminate the contract upon 120 days notice to the party of the first part or its assign.

6) The price established herein for monthly service for residences is based upon current charges for dumping or tipping fees as established by approved landfills. The schedule is as follows:

10

35-gallon Good Neighbor Cart	once-per-month	$ 8.32/mo
35-gallon Good Neighbor Cart	every-other-week	$10.57/mo
35-gallon Good Neighbor Cart	once-per-week	$14.62/mo
65-gallon Good Neighbor Cart	once-per-week	$17.42/mo
95-gallon Good Neighbor Cart	once-per-week	$19.62/mo

All of the rates above include weekly curbside recycling @ $4.50/month

Tags used for each 30-gallon bag over service level $2.25 each

Example Monthly Billing:

35-gallon Good neighbor Cart	once-per-month	$ 3.82
Recycling Service	once-per-week	4.50
Solid Waste Tax		.37
Monthly Total		$ 8.69
35-gallon Good Neighbor Cart	every-other-week	$ 6.07
Recycling Service	once-per-week	4.50
Solid Waste Tax		.59
Monthly Total		$11.16
35-gallon Good Neighbor Cart	once-per-week	$10.12
Recycling Service	once-per-week	4.50
Solid Waste Tax		.99
Monthly Total		$15.61
65-gallon Good Neighbor Cart	once-per-week	$12.92
Recycling Service	once-per-week	4.50
Solid Waste Tax		1.26
Monthly Total		$18.68
95-gallon Good Neighbor Cart	once-per-week	$15.12
Recycling Service	once-per-week	4.50
Solid Waste Tax		1.48
Monthly Total		$21.10

Larger items may be disposed of by the party of the first part for such additional compensation as may be established pursuant to agreement with residential customers. Monthly garbage pickup is mandatory for all occupied residences. The minimum monthly fee for a single residential unit shall be fixed and determined and amended by the City Council and adopted by

11

Resolution. Where a residence is unoccupied and there is no garbage being left for pickup, there shall be a drive by fee of $4.00 per month. This fee shall be divided so that of the $4.00 mandatory minimum fee where there is no actual garbage pickup, $2.00 goes to the party of the first part and $2.00 to the party of the second part.

Minimum fees may be reviewed at a resident's request on a case by case basis in accordance with the provisions of City Code Chapter 3, Section 3.40. Where a residence is unoccupied and will remain unoccupied for an indefinite time, or where there is some other hardship, the Council may consider waiver of the drive by fee.

The parties further recognize and agree that due to current conditions in the field of solid waste management, it is likely that significant increases in tipping charges may occur during the term of the contract. In order to provide for the same and continue service for the City the parties agree that, should tipping charges or fees be increased over the current rate of $85.00 per ton, a single monthly family residence charges, as set forth in the schedule above, shall be adjusted through negotiations between the parties.

7) The parties hereto jointly agree that during the term of the contract, party of the first part may be forced to use alternate dumping sites or substantial increases in fuel prices may occur. In order to protect the parties and insure continuation of prompt garbage, rubbish and recyclables removal for the citizens of Paynesville, they agree that the monthly charge

12

per single family residence shall be increased in such event as follows: The current base price for No. 2 diesel fuel to the party of the first part is $3.78 per gallon. In the event that fuel prices increase over 15% of said base, or governmentally mandated changes of tipping location or disposal facilities substantially increase the distance party of the first part must haul garbage, rubbish or recyclables, the parties shall meet and negotiate to determine a reasonable charge increase/reduction to cover increased/decreased fuel expense.

8) The Contractor shall certify unpaid accounts to the City yearly and report to the Council on any other issues related to the garbage contract, which have arisen during the course of the year and prepare information necessary to meet certification requirements. The City shall pay West Central Sanitation for outstanding bills once annually within 60 days after unpaid accounts have been certified by the contractor. The City assesses the bill on the real estate taxes in accordance with the certification provided by West Central Sanitation. The payments from the County are retained by the City, together with the 10% administrative fee charged as a result of the certification.

IN TESTIMONY WHEREOF, the parties have set their hands on the date appearing above, the City of Paynesville having caused this contract to be executed in its corporate name, by the authority of the City Council of the City of Paynesville by its Mayor, Jeff Thompson, and its City Administrator,

Renee Eckerly, and its corporate seal to be affixed hereto, and West Central Sanitation, Inc., having caused this contract to be executed in its corporate name by its President, Donald K. Williamson, and approval thereof to be noted in its corporate minutes.

CITY OF PAYNESVILLE

By: Jeff Thompson
Jeff Thompson, Mayor

By: Renee Eckerly
Renee Eckerly, City Administrator

WEST CENTRAL SANITATION, INC.

Donald K. Williamson, President

On this 10th day of August, 2011, before me a Notary Public within and for said County, personally appeared Jeff Thompson and Renee Eckerly, to me personally known, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Paynesville named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Jeff Thompson and Renee Eckerly acknowledged said instrument to be the free act and deed of said City Council of the City of Paynesville.

Notary Public

JENNIFER LEE WELLING
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

On this 26th day of August, 2011, before me a Notary Public within and for said County, personally appeared Donald K. Williamson, to me personally known, who being duly sworn did say that he is the President of West Central Sanitation, Inc., named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Donald K. Williamson acknowledged said instrument to be the free act and deed of said corporation.

SHARON LYNNE ADAMS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

Sharon L. Adams
Notary Public

15

AGREEMENT FOR CONTRIBUTION TO THE ADMINISTRATIVE EXPENSE AT THE TOWNSHIP ICE ARENA, FOR COMPENSATION OF THE HOCKEY ASSOCIATION FOR SERVICES AT THE COMPOST SITE, FOR THE PROVIDING OF SERVICES TO THE CITY OF PAYNESVILLE AND FOR OPEN ICE TIME

This Agreement is entered into by and between the City of Paynesville, hereinafter referred to as the "City", and Paynesville Township, hereinafter referred to as the "Township", and River Lakes, hereinafter referred to as "River Lakes".

WHEREAS, the City and the Township are municipal corporations under the laws of the State of Minnesota, and River Lakes is a 501(c)(3) non-profit corporation; and

WHEREAS, the City maintains a compost site which is used on a fee basis by residents of both the City and the Township; and

WHEREAS, River Lakes is willing to provide workers at the compost site in connection with the normal operation of the compost site, who will manage the site and collect user fees and to turn proceeds of such user fees over to the City;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1) The first Six Thousand Five Hundred Dollars ($6,500.00) from compost site fees paid by residential and commercial users will be paid by the City to River Lakes in exchange for services which they provide at the compost site.

2) In exchange for the Six Thousand Five Hundred Dollar ($6,500.00) payment from the City of Paynesville, River Lakes agrees to provide the City with

reliable workers for the compost site who will perform all of the functions related to the operation of the compost site as outlined on Exhibit A, and in addition thereto, will collect the compost fees from users and turn all such funds over to the City of Paynesville.

3) Any compost site fees in excess of Six Thousand Five Hundred Dollars ($6,500.00) will be the property of and will be retained by the City. If compost site fees fall short of Six Thousand Five Hundred Dollars ($6,500.00), the difference between the fees collected and Six Thousand Five Hundred Dollars ($6,500.00) will be paid to River Lakes 62% by the City and 38% by the Township.

4) The City will pay to the Township as and for a contribution to the administrative expense of operating the ice arena the sum of Five Thousand Five Hundred Dollars ($5,500.00) for the 2015-2016 ice skating season.

5) The Township and River Lakes will provide the City with 52 hours of open ice skating time on Sundays from 4:15 p.m. to 6:15 p.m. from October 16, 2015 through February 19, 2016.

6) The Township and River Lakes will be responsible to flood and maintain the ice on the outdoor rink.

7) This Agreement shall remain in effect through the end of the 2015-2016 ice skating season. Prior to the expiration of this Agreement, the parties agree to begin discussions and to negotiate in good faith to reach an agreement for the 2016-2017 ice skating season, or such other longer term as the parties may agree upon.

DATED:_____

CITY OF PAYNESVILLE

By:_____
Its:

By:_____
Its:

DATED:_____

PAYNESVILLE TOWNSHIP

By:_____
Its:

By:_____
Its:

DATED:_____

RIVER LAKES

By:_____
Its:

By:_____
Its:

ATTACHMENT "A"

- The Association must assign the City one contact person for the compost site; that person will also serve on the Environmental Committee and attend the Committee meetings.
- Compost Site will be manned for the following dates and times:
    - € Compost Site Opens Saturday, April 18, 2015 and remains open each Monday (for the months of May, June & October), Wednesday (for the months of April, May, June, July, August, September, and October) from 6 p.m. to 8 p.m. or dusk whichever is first and every Saturday thereafter from 9:00 a.m. to 1:00 p.m.
    - € Compost Site will be closed Wednesday, June 10, 2015 for Town & Country Days and Monday, May 25, 2015 for Memorial Day.
    - € Extended Compost Site Hours Start Saturday October 10, 2015 with hours from 9:00 a.m. to 3:00 p.m. through November 14, 2015.
    - € No Wednesday compost hours starting November 1, 2015.
    - € Compost Site closes after Saturday November 14, 2015.
- All fees collected at the compost site will be turned into the Liquor Store after each shift along with the binder and bin.
- All fees and numbers issued must balance. Any short fall in fees collected will be the responsibility of the Association.
- All checks are to be made to the City of Paynesville.
- Any person using the site, but has not paid will sign a register stating that he/she received a notice of the $10.00 fee to be paid at the next visit.
- All users will be issued a new permit number once paid and any old permit numbers are no longer valid.
- Advertising of the permit fee will be the responsibility of the City.
- Reminder flyers/handouts of the $10.00 fee to be distributed at the site will be the responsibility of City.
- The Association will make every effort to inspect each load of material that arrives at the site for garbage and non compostable materials.
- The Association will make every effort to assist senior citizens with their compost.
- The Association is responsible for inspecting the site before and after each shift for garbage. If garbage is found it needs to be picked up and put in the appropriate receptacles.

46

ORDINANCE NO. _____, 2ND SERIES

AN ORDINANCE OF THE CITY OF PAYNESVILLE, MINNESOTA, AMENDING CITY CODE CHAPTER 4 ENTITLED "CONSTRUCTION LICENSING, PERMITS & REGULATIONS" BY ADDING THERETO A SECTION 4.11 ENTITLED "REGULATION OF BIO-FUEL BURNERS" AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 4.99, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF PAYNESVILLE, MINNESOTA ORDAINS:

Section 1. City Code, Chapter 4, Section 4.11, is hereby added to the provisions of Chapter 4 of the City Code to read:

SECTION 4.11. REGULATION OF BIO-FUEL BURNERS.

Subd. 1. Purpose. The City Council of the City of Paynesville recognizes that smoke generated by outdoor solid fuel (bio-fuel) heating devices may have an impact on individual health and may also affect the health of the public in general when they are involuntarily exposed to the presence of smoke, and that breathing smoke is a significant health hazard, particularly to children, elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory functions. It is also recognized that bio-fuel burners are designed and intended to be a primary heat source and, therefore, burn, and emit smoke on a continual basis. Furthermore, significant fire safety risks are involved with units that are not properly installed or do not have proper safety equipment such as spark arresters; or are installed in close proximity to other buildings. The combination of these issues has the potential to create a nuisance which the City of Paynesville seeks to prevent. The purpose of this Ordinance is to protect the public health, safety, comfort and general welfare of the citizens of the City of Paynesville against hazards related to bio-fuel burners and to regulate a potential public nuisance.

Subd. 2. Definitions. a) Bio-fuel Burner. A device, structure or apparatus which supplies direct or indirect heat from the burning of solid fuel including, but not limited to, wood, corn, bio-mass pellets, and other solid bio-fuels, to a building. Traditional wood burning stoves and fireplaces are exempt from this Ordinance.

b) Stacks or Chimneys. Any vertical structure enclosing a flue or flues that carry off smoke or exhaust from a bio-fuel burner.

Subd. 3. Prohibition. Outdoor bio-fuel burners are prohibited and shall not be installed or operated within the City of Paynesville.

Subd. 4. Pre-Existing Outdoor Bio-Fuel Burners. All existing bio-fuel burners installed within the City limits of the City of Paynesville at the time of the adoption of this Ordinance are required to meet emission standards currently required by the Environmental Protection Agency, which are hereby adopted by reference, together with any amendments or modifications made to them in the future. Pre-existing bio-fuel burners shall be subject to the use regulations set forth in Section 4.11, Subd. 6, of this Ordinance. No pre-existing bio-fuel burners shall hereafter be extended, enlarged or expanded. At such time as the useful life of the

non-conforming bio-fuel unit has elapsed so that the unit needs to be repaired to function properly, the unit cannot be replaced and must be abandoned, not used and removed from the property immediately.

Subd. 5. Permit Required. The City of Paynesville requires any person to obtain a building permit for any bio-fuel burner to be installed within a building after the date of this Ordinance becomes effective.

Subd. 6. Use Regulations. All permitted bio-fuel burners shall be subject to the following use regulations:

a) Stacks. i) The minimum stack height for any bio-fuel burner shall meet or exceed the manufacturer's guidelines. The stack height shall be a minimum of 25 feet above ground level, but shall also extend at least as high as the height of the highest roof of any occupied structure within 500 feet.

ii) Any existing non-complying stacks shall be removed, replaced or modified within a period of 180 days from the receipt of a notice generated by the building official.

iii) All stacks or chimneys must be constructed to withstand high winds or other related elements and according to the specifications of the manufacturer of the bio-fuel burner.

iv) All stacks or chimneys must be of masonary or insulated metal with a minimum six (6) inch flue.

b) Use Period. Bio-fuel may be used from September 1st to May 31st of each year.

c) Allowed Fuels. Only the following materials may be burned in a bio-fuel burner: bio-mass pellets, corn, firewood, clean un-treated lumber or other wood product prepared or cut to length appropriate for burning.

d) Waste Incineration Prohibited. No bio-fuel burner may be utilized in any manner as a waste incinerator.

e) Smoke & Fumes. Dense smoke, noxious fumes, gas and soot or cinders in unreasonable quantities, or any use of bio-fuel burners to burn solid fuels other than those solid fuels for which the bio-fuel burner was designed, is declared to be a public nuisance.

f) Fuel Storage. Outdoor fuel storage is limited to eight (8) cords of wood. Other fuel sources are similarly limited to a volume not to exceed eight (8) cords of wood and shall meet the setback for buildings within the zoning of the property under the provisions of Chapter 11 of the City Code of the City of Paynesville. Fuel may not be stored in a trailer, gravity box or similar mobile container or vehicle. Any structure constructed to contain or store bio-fuel must be constructed in accordance with the applicable zoning regulations.

Subd. 7. Minimum Lot Size. No person may install, use or operate a bio-fuel

burner on a lot less than one (1) acre in size.

Section 2. City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code, Including Penalty For Violation", and Section 4.99 entitled "Violation a Misdemeanor or Petty Misdemeanor" are hereby adopted in their entirety by reference as though repeated verbatim herein.

Adopted by the City Council of the City of Paynesville this _____ day of _____, 2015.

_____
Jeff Thompson, Mayor

ATTEST:

_____
Renee Eckerly, City Administrator

Published in the Paynesville Press on _____.