

**SPECIAL ENVIRONMENTAL COMMITTEE  
PAYNESVILLE CITY HALL  
JULY 21, 2011  
6:00 P.M.**

**AGENDA**

- I. CALL TO ORDER
- II. CONSENT AGENDA
  - A. Minutes (page 1)
- III. NEW BUSINESS
- IV. OLD BUSINESS
  - A. Spring Clean Up/Household Hazardous Waste Collection Reports (page 4)
  - B. Compost Site Report - Brian
  - D. Township Oil Depot Report (page 6) - Harry
  - E. Refuse Collection Contract (page 7)
- V. INFORMATIONAL
- VI. ADJOURN

**Please contact Ron Mergen at 320-243-3714 ext. 230 or at [ron@paynesvillemn.com](mailto:ron@paynesvillemn.com) if you are unable to attend the meeting.**

***Members: Gene Beavers, Brian Jones, Bev Aas, Wilfred Butkofski, Dick Michaelis, Duane Olmscheid, Harry Thielen, Mike Jensen, Urban Fuchs, and Chuck Koshiol.  
Advisory Members: Ron Mergen, Renee Eckerly, and Don Williamson***

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: July 21, 2011

Agenda Section: Consent

Originating Department:

Item Number: II - A

**ITEM DESCRIPTION: Minutes**

Prepared by: Staff

**COMMENTS:**

Please review the minutes from the April 7, 2011 Environmental Committee meeting.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

A motion to approve the minutes from the April 7, 2011 Environmental Committee meeting.

## **MINUTES ENVIRONMENTAL COMMITTEE**

**APRIL 7, 2011**

The meeting was called to order by Chairperson Bev Aas at 6:05 p.m. Members present were Willie Butkofski, Dick Michaelis, Gene Beavers, Harry Thielen, Brian Jones, Duane Olmscheid, Mike Jensen, Urban Fuchs, and Chuck Koshiol. Advisory members present were Ron Mergen and Don Williamson. Absent was Renee Eckerly. Also present were Jeff Bertram, Jennefer Klennert from Waste Management, and local residents Mary Janotta, John Janotta, John Hartert, Bob McDaniel, and Teri Athmann.

**Motion was made by Koshiol to approve the minutes of the March 10, 2011 Environmental Committee meeting. Seconded by Jones and unanimously carried.**

### **MEMBERSHIP**

Mike Jensen was introduced and welcomed to the Committee. Jensen will be replacing Don Wiese in representing the Township.

### **SPRING CLEAN UP & HHW COLLECTION**

The flyer was distributed to members noting the date, time, materials, cost, etc. New this year is the service to shred documents. Members were informed that Bank of the West will pick up the \$600.00 fee to have a shredder at the Spring Clean Up. There will not be a charge for the service, but residents will be limited to two boxes of documents.

Volunteers were also discussed. The Township will provide 3 volunteers, plus the tractor and West Central Sanitation and D & D will each bring 4-5 volunteers.

### **CURBSIDE SCAVENGING**

It was noted that this has been very successful in the past and it is proposed to be held April 15<sup>th</sup>-17<sup>th</sup>.

### **COMPOST SITE**

It was noted that the site is being prepared and will open on April 13<sup>th</sup>, weather permitting.

### **TOWNSHIP OIL DEPOT REPORT**

Thielen reviewed the numbers from last season. Members commented on its success and commended the Township on a well run operation.

### **REFUSE COLLECTION CONTRACT**

It was noted that the Committee needs to make a decision on whether to negotiate a new contract with West Central Sanitation or proceed with RFPs.

Jones corrected some of the information from the previous meeting and a letter from Boyd Hengel was presented noting his full support for West Central Sanitation.

A number of local residents were present and spoke to the Committee. Their comments are as follows:

- We have very delightful service and I don't understand why you would look elsewhere.
- West Central Sanitation sponsors a scholarship for us each year and their service is convenient and affordable. We have never had any negative experiences with West Central Sanitation.
- Their service is excellent and their community involvement is great with Relay For Life.
- We have had great service for 20 years. They are very professional and will always go the extra mile, so why are we even looking around?
- Why look around when we have such great service. Don't fix what isn't broken.
- We have had great service and West Central Sanitation works well with local businesses. We owe Don Williamson some loyalty.
- Jennefer Klennert from Waste Management noted that she just wanted to make members aware that there are other services out there.
- It was questioned how Waste Management found out about the contract. Klennert noted that she is in sales and she monitors the contracts in her area.
- It was also questioned how much they give back to the community. Klennert said it depends on the contract, but generally 2-3%. This was also asked to Williamson and he noted 10% of the net contract.

After a short discussion,

**Motion was made by Jones to negotiate a new contract with West Central and set a subcommittee of Aas, Beavers, and Mergen. It was suggested that a silent ballot be held. Seconded by Jensen and unanimously carried.**

There being no other business, the meeting was adjourned at 6:35 p.m.

## Spring Clean Up Results

	2004	2005	2006	2007	2008	2009	2010	2011
<b>Materials</b>								
Trash	8.26 tons	27,880 lbs.	16,900 lbs.	20,700 lbs.	8,440.00	10,980 lbs.	13,020 lbs.	5.8 ton
Appliances	103	79	98 with TV's	116	40	60	70	43
Tires	98	148	25	158	39	52 auto 24 light truck 1 tractor	86	14 car 11 lawn mower 2 ATV
Magazines	1,635 lbs.	1,600 lbs.	1,100 lbs.	500 lbs.	50 lbs.	265 lbs.	225 lbs.	100 lbs.
Cardboard	1,800 lbs.	2,100 lbs.	2,650 lbs.	2,800 lbs.	500 lbs.	1,680 lbs.	1,950 lbs.	1,750 lbs.
Newspaper	1,900 lbs.	1,750 lbs.	1,700 lbs.	1,400 lbs.	600 lbs.	1,320 lbs.	1,400 lbs.	1,350 lbs.
Scrap Metal	13,500 lbs.	14,500 lbs.	1,250 lbs.	2,800 lbs.	X	1,100 lbs.	1,500 (#2 steel)	1,150 lbs. (#2 steel)
Steel Sheet	12	15	11	14	500 lbs.	1,800 lbs.	2,200 lbs.	2,250 lbs.
Batteries	8	32	20	20	4	5	8	11
Clear Glass	550 lbs.	425 lbs.	450 lbs.	520 lbs.	50 lbs.	490 lbs.	450 lbs.	525 lbs.
Brown Glass	X	325 lbs.	525 lbs.	480 lbs.	60 lbs.	425 lbs.	510 lbs.	480 lbs.
Phone Books	50 lbs.	50 lbs.	75 lbs.	85 lbs.	50 lbs.	125 lbs.	100 lbs.	50 lbs.
Plastic	X	25 lbs.	100 lbs.	150 lbs.	80 lbs.	195 lbs.	310 lbs.	350 lbs.
Breakables	250 lbs.	255 lbs.	175 lbs.	200 lbs.	40 lbs.	220 lbs.	150 lbs.	110 lbs.
Radiators	X	8	4	5	2	6	2	4
Motors	X	10	10	10	3	8	4	8
Old Sheet ALU	X	X	X	X	X	X	X	15
Copper No. 2	X	X	X	20	10	65	25	50
Copper Wire	X	X	X	X	X	X	X	5
Food Cans	X	X	X	X	X	40 lbs.	145 lbs.	100 lbs.
TV's	X	X	X	75	42	69	49	47
TV Consoles	X	X	X	X	X	X	14	6
Computer Systems	X	X	X	15	X	25	21	16
VCR's	X	X	X	X	X	20	3	6
Monitors	X	X	X	9	X	46	65	28
Keyboards	X	X	X	X	X	23	4	4
Printers	X	X	X	11	X	22	19	15
Towers	X	X	X	X	X	14	17	10
CPUS	X	X	X	14	X	X	X	X
Fax/Scanners	X	X	X	5	X	X	X	X

S

## Household Hazardous Waste Collection Results

	2004	2005	2006	2007	2008	2009	2010	2011
<b>Participants</b>	129	143	147	X	97	204	181	142
<b>Materials</b>								
Latex Paint	220 gal.	220 gal.	200 gal.	286 gal.	131 gal.	350 gal.	210 gal.	110 gal.
Oil Based Paint	110 gal.	110 gal.	140 gal.	143 gal.	72 gal.	165 gal.	150 gal.	55 gal.
Solvents	50 gal.	20 gal.	70 gal.	35 gal.	10 gal.	60 gal.	35 gal.	110 gal.
Pesticides	95 gal.	80 gal.	255 lbs.	288 lbs.	140 lbs.	133 lbs.	354 lbs.	285 lbs.
Flammable Materials	190 gal.	90 gal.	220 lbs.	175 lbs.	31 lbs.	1,048 lbs.	693 lbs.	225 lbs.
Acids	10 gal.	8 gal.	25 lbs.	5 gal.	4 gal.	33 lbs.	72 lbs.	6lbs.
Bases	10 gal.	20 gal.	30 lbs.	7 gal.	6 gal.	44 lbs.	86 lbs.	22 lbs.
Motor Oil	35 gal.	1.5 gal.	< 10 gal.	0	0	0	5 gal.	5 gal.
Antifreeze	20 gal.	5 gal.	< 10 gal.	0	4 gal.	7 gal.	8 gal.	10 gal.
Fluorescent Bulbs	900	500	472	650	350	1,000	597	715
Ballast	X	X	X	X	X	X	X	45 lbs.
Aerosols	110 gal.	90 gal.	210 lbs.	204 lbs.	218 lbs.	301 lbs.	434 lbs.	171 lbs.
PCB Containing Material	X	X	0	0	X	X	X	X
Asbestos	X	50 lbs.	35 lbs.	16 lbs.	35 lbs.	0	10 lbs.	0
Sewerables	30 gal.	X	X	X	0	X	X	X
Ballasts	X	25	0	0	223 lbs.	265 lbs.	79 lbs.	45 lbs.
Poisons	X	0.5 gal.	0	3 lbs.	X	0	1 lb.	0
Cylinders	12	4	7	13	24	2	22	2
Mercury	X	3	< 1 lbs.	3	2	1 lb.	2 lbs.	4
Batteries	X	X	X	X	X	X	X	X
Oxidizers	X	X	5 lbs.	0	1 lb.	2 lbs.	6 lbs.	40
Dioxins	X	X	X	X	0	0	0	0
Dangerous When Wet	X	X	X	X	1 lb.	1 lb.	1 lb.	X
Spontaneous Combustibles	X	X	X	X	X	2 lbs.	1 lb.	0
Other	5 gal. foam insulation	X	2 lbs.	X	X	X	X	X

5

November 12, 2010

City of Paynesville  
221 Washburne Ave.  
Paynesville, MN 56362

Re: Oil Depot expenses for 2010

The Oil Depot expenses for the year from 11-01-09 as of 10-31-10 are as follows:

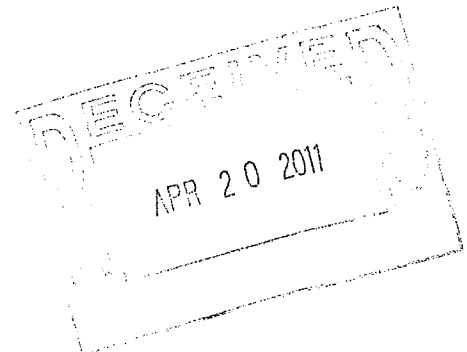
Annual maintenance of the public Oil Depot	\$1224.75
West Central Sanitation for oil containers pickup	415.07
First Oil charge for the collecting of Oil Filters	717.00
Total annual expense	\$2356.82
Less cash received for the filters.	-236.80
Balance of annual expenses	2120.02
Less 50% of Township share of expenses.	-1060.01
Balance due the township by the City of Paynesville	\$1060.01

Please remit payment to:

Paynesville Township  
27393 St. Hwy 55  
Paynesville, MN 56362

100-5-4133-2902

Renee Echols 4/20/11



## GARBAGE, RUBBISH & RECYCLABLES PICKUP AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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.

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,

\$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 31<sup>st</sup> 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 a single family residence is based upon current charges for dumping or tipping fees as established by approved landfills. The schedule is as follows:

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

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 Resolution. Where a residence is occupied, but the occupancy is seasonal in nature, there shall be a minimum fee of \$4.00 per month for those months where the occupants of the residence are away and not taking advantage of refuse collection and disposal utility. This fee is 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. Where a residence is unoccupied and will remain unoccupied for an indefinite time, then there shall be no garbage pickup fee.

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.

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 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

WEST CENTRAL SANITATION, INC.

By: \_\_\_\_\_  
Jeff Thompson, Mayor

\_\_\_\_\_  
Donald K. Williamson, President

By: \_\_\_\_\_  
Renee Eckerly, City Administrator

On this \_\_\_\_ day of \_\_\_\_\_, 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

On this \_\_\_\_ day of \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public