



Board of County Commissioners Agenda Request

4A
Agenda Item #

Requested Meeting Date: November 24, 2020

Title of Item: Joint Powers Agreement for Regional Solid Waste Plan

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested	
<input type="checkbox"/> CONSENT AGENDA		<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY		<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Terry Neff, Environmental Services Director	Department: Environmental Services
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Presenter (Name and Title): Terry Neff, Environmental Services Director	Estimated Time Needed: 10 minutes
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Summary of Issue:

The Solid Waste Officers of the North-East Region (SWONER), an affiliate organization of the North East Waste Advisory Council (NEWAC) which is made up of the 7 counties in the NE Region and the Western Lake Superior Sanitary District (WLSSD), met several times over the past year to discuss solid waste issues within the region. As an outcome of these discussions it was decided to partner in the development of a Regional Solid Waste Plan.

Issues facing the region are the future closure of the Superior Landfill, permitting of more landfill capacity in the region, and the MPCA rescheduling when individual counties solid waste plans become due.

SWONER decided to pursue a regional solid waste management plan that will benefit the potential permitting of additional landfill capacity, save money in renewing solid waste plans, and potential for acquiring grant funds in completing the solid waste plan.

See included copy of power point presentation created by the WLSSD.

Alternatives, Options, Effects on Others/Comments:

Alternative would be to not participate in the regional solid waste plan. This will require the county to update its solid waste management plan by itself and will likely cost more than by participating in the regional plan.

Recommended Action/Motion:

Approve participating in the Joint Powers Agreement for a Regional Solid Waste Management Plan and authorize the Board Chair, Auditor and County Attorney's signature on the agreement form.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$ 9,239.40

Is this budgeted? Yes No *Please Explain:*

The actual cost may be less if Grant funding is approved by the MPCA.

JOINT POWERS AGREEMENT

This Joint Powers Agreement is made and entered into pursuant to Minn. Stat. § 471.59 this ___ day of _____, 2020, by and between the Sanitary Board of the Western Lake Superior Sanitary District, a political subdivision of the State of Minnesota (“District”), and Aitkin County, Minnesota, Carlton County, Minnesota, Koochiching County, Minnesota, Lake County, Minnesota, Cook County, Minnesota, Itasca County, Minnesota and St. Louis County, Minnesota, political subdivisions of the State of Minnesota (“Counties”).

RECITALS

- A. The District is a political subdivision in the State of Minnesota with authority and responsibility to manage and dispose of wastewater and solid waste within its boundaries.
- B. The County of Aitkin is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries
- C. The County of Carlton is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries
- D. The County of Koochiching is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries, except for the geographic boundary of the District.
- E. The County of Cook is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries
- F. The County of Lake is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries.
- G. The County of Itasca is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries.
- H. The County of St. Louis is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries, except for the geographic boundary of the District.
- I. The District and the Counties desire to jointly work to facilitate a multi-county planning process leading to development of a regional solid waste management plan for Northeastern Minnesota.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the District and the Counties agree as follows:

1. The purpose of this Joint Powers Agreement is to set out the terms under which the parties will operate to accomplish completion of a regional solid waste management plan for Northeastern Minnesota.

2. The parties have selected Burns and McDonnell (“Consultant”) to facilitate development of a plan that will identify goals and strategies for a regional integrated solid waste management plan over a ten-year planning period (Project). In developing the plan, Consultant will gather and characterize demographic, geographic and regional information which impact waste generation and disposal for the seven County region. They will also gather solid waste collection data for residential, commercial and construction and demolition materials. The plan will contain a review of the region’s existing solid waste management system and costs associated with operating and maintaining the existing system. As required by the MPCA, the plan will evaluate the alternatives to landfilling and provide an assessment of regional solid waste disposal alternatives.

3. The District will enter into a contract with Consultant, on behalf of the parties, for completion of a final regional solid waste management plan to be submitted to the Minnesota Pollution Control Agency no later than April 10, 2023. Consultant will invoice the District for the contracted amounts and District will make timely payments of each invoice.

4. The proposed fee for the project is \$184,788. Payment of the costs of the Project will be divided by the parties based on population (data from the 2010 U.S. Census) as follows:

- Carlton County 11% (est. \$20,326.68)
- Lake County 3% (est. \$5,543.64)
- Cook County 2% (est. \$3,695.76)
- Itasca County 14% (est. \$25,870.32)
- St. Louis County (less WLSSD) 19% (est. \$35,109.72)
- Aitkin 5% (est. \$9,239.40)
- Koochiching 4% (est. \$7,391.52)
- WLSSD 42% (est. 77,610.96)

The District will invoice each of the Counties for their respective share of the costs of the Project. The first invoice will be sent on or about July 1, 2021 for 50% of the estimated contract cost. The balance of each Counties share of the costs will be invoiced upon completion of the Project. Along with the invoices to each County, District will provide copies of all of the Consultant invoices received by District. Each county shall remit payment to the District within 30 days of the receipt of the invoice from the District.

5. The parties through their authorized representative can mutually agree to change the scope of the Project. Any resulting increase or decrease in the cost of the Project will be shared by the parties based on the cost sharing formula set forth above.

6. If the parties receive any grant funding for the Project, the grant will be applied to reduce the overall cost of the Project, resulting in a credit to each party based on the cost sharing formula set forth above.

7. Any party can terminate its participation in the Project on 15 days written notice to all other parties. Alternatively, the terminating party may provide electronic notice to all parties. The effective date of termination will be 15 days following either the postmark date of mailing or the date of sending the electronic notice. The terminating party will be responsible for payment of its respective share of all costs invoiced or recorded by the consultant as of the effective date of termination.

8. This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be modified, altered, changed or amended, except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year indicated above.

**WESTERN LAKE SUPERIOR
SANITARY DISTRICT**

By: _____
Its: Board Chair

By: _____
Its: Secretary

AITKIN COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Aitkin County Attorney

CARLTON COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Carlton County Attorney

KOOCHICHING COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Koochiching County Attorney

LAKE COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Lake County Attorney

COOK COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Cook County Attorney

ITASCA COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Itasca County Attorney

ST. LOUIS COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
St. Louis County Attorney

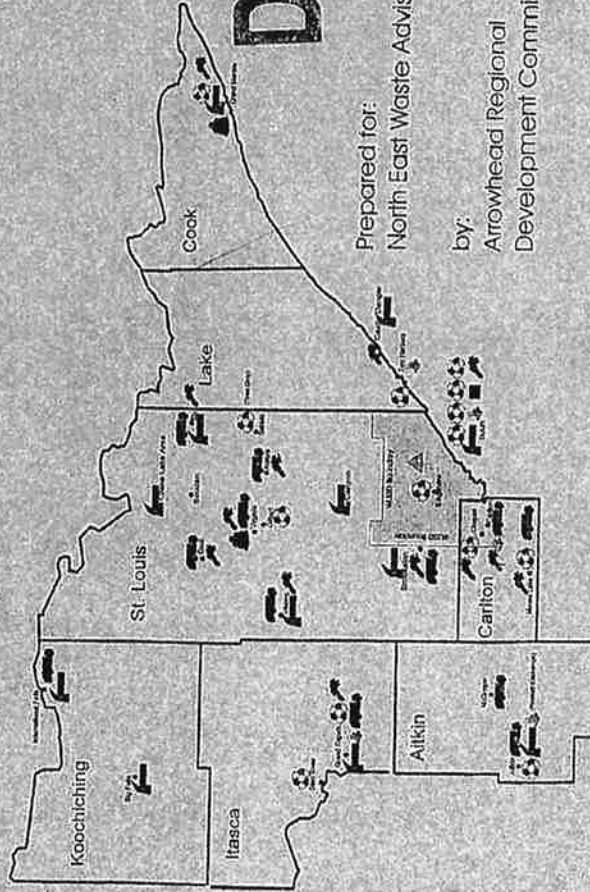
Regional Waste Management in NE Region



Northeast Minnesota Waste Authority Council
(NEWAC) 

Solid Waste Officers NE Region
(SWONERS)

North East Minnesota Regional Solid Waste Plan



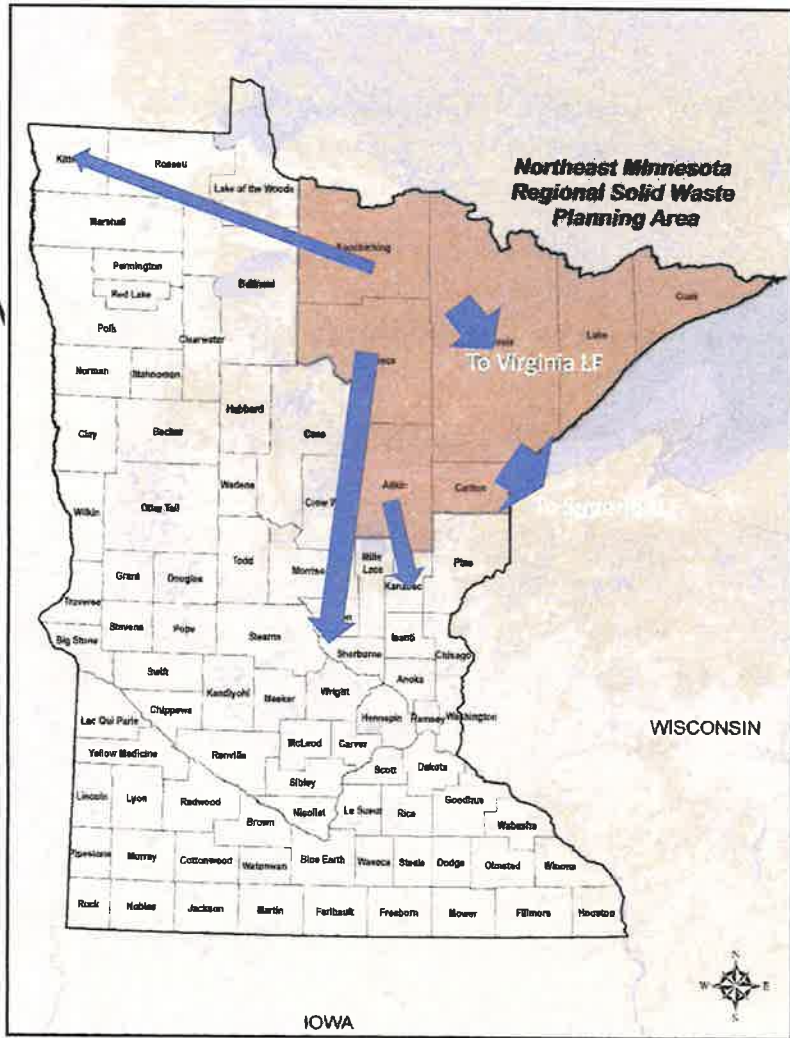
FINAL DRAFT

Prepared for:
North East Waste Advisory Council

by:
Arrowhead Regional
Development Commission



May 1996



NE Region Waste Flow

Recent land disposal discussions

- Current WLSSD Contract with Superior ends June 30, 2024.
- Permitting activity increased to meet forecast need for disposal capacity with anticipated closure of Superior LF
 - Keewatin facility (DEMCON)
 - Canyon facility (WM)(St. Louis County)
 - others
- NEWAC submits letter January 31, 2017 to MPCA supporting need for landfill capacity in MN.
- MPCA reminds NEWAC that landfilling is at the bottom of the Waste Hierarchy but also states there still is a place for landfills primarily the waste that cannot be recovered or processed
 - Wants to assure that two things happen
 - A comprehensive exploration of alternatives is completed and
 - All regional entities are recognized and participate in the process.

WLSSD Solid Waste Management Plan

- WLSSD completed its 1st Solid Waste Plan in 1975 after the state granted Legislative Authority.
- The plan was updated every 5 years until the state changed the requirement the last time around to 10 years
- Last plan was completed in 2013

What has SWONER been up to in the last year?

- MPCA reconfigures when individual county Solid Waste Management Plans will be done and in doing so consolidated the due dates by region.
- March 11th – SWONER meeting – the group consensus YES we want to work together and create a Regional Solid Waste Management Plan.
 - WLSSD agreed to facilitate and act as the fiscal agent

What has SWONER been up to in the last year?

Continued

- March and Early April – WLSSD drafted RFP and Joint Power Agreement and collected list of interested firms
- April 14th – Mailed RFP and draft professional services agreement out to 8 firms.
- May 15th – deadline for Proposal – 5 received (Wenck, Burns and McDonnell, S.E.H., Barr and Foth.
- June 24th- SWONER meeting – Agreed on scoring criteria, Decision to interview 3 of the firms
- July 15th – conducted interviews with counties again scoring the interviews.

What has SWONER been up to in the last year?

Continued

- Mid August - In a close decision SWONER pick Burns and McDonnell. (Jack Ezell is part of the team)
- October 7th – SWONER meeting
 - MPCA indicates that a grant opportunity will be rolled out late fall to help counties conduct regional planning.
 - Discussed JPA agreement and received some good feedback. Working with David Oberstar to update
- Next steps
 - Finalize JPA
 - Asking all counties and WLSSD to complete by the end of the year
 - Finalize contract for services with Burns and McDonnell
 - Kickoff project in Feb/March

Project Cost - \$184,788 100% divided by population

- Carlton 11% \$20,326.68
- Lake 3% \$5,543.64
- Cook 2% \$3,695.76
- Itasca 14% \$25,870.32
- St. Louis(less WLSSD) 19% \$35,109.72
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Thank you!

Questions?

