

Resolution to Authorize Hazardous Waste Collection Agreement with Northwest Wisconsin Regional Planning Commission In Accordance with Wisconsin Statutes Section 66.0301

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, Wisconsin Statutes Sec. 66.0301 provides that counties may enter into agreements with regional planning commissions for the purpose of providing for the administration of a municipal project or function on a cooperative basis; and

WHEREAS, Northwest Wisconsin Regional Planning Commission (NWRPC) currently operates a household hazardous waste collection and disposal program on behalf of constituent counties within its Regional Planning District in the State of Wisconsin; and

WHEREAS, the County, pursuant to Wisconsin laws, operates a similar collection program for household hazardous wastes within its boundaries; and

WHEREAS, NWRPC can provide household hazardous waste collection and disposal services to the County more economically than the County can on its own; and

WHEREAS, the Polk County Property, Forestry and Recreation Committee has recommended that the Polk County Board of Supervisors adopt a resolution authorizing an intergovernmental agreement between Polk County and NWRPC for the purposes of hazardous waste collection.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Wisconsin Statute Section 66.0301, the Polk County Board of Supervisors does, on behalf of Polk County, adopt and authorize the Hazardous Waste Collection Agreement, as attached hereto and incorporated herein, with Northwest Wisconsin Regional Planning Commission.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the Polk County Parks, Forestry, Buildings and Solid Waste Director to sign said Agreement and to administer such a contract on behalf of Polk County.

| | |
|--|----------------|
| Funding Source/ Funding Amount: | _____ |
| Date Finance Committee Advised: | _____ |
| Finance Committee Recommendation: | _____ |
| Effective Date: | Upon Passage |
| Date Submitted to the Polk County Board: | March 19, 2013 |

Sponsored and submitted by the Polk County Property, Forestry and Recreation Committee:

Henry Jessen
[Signature]
[Signature]

[Signature]
Thomas G Engel

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

[Signature]
Dana Frey, County Administrator

Review By Corporation Counsel:

- Approved as to Form
- Recommended
- Not Recommended
- Reviewed Only

[Signature]
Jeffrey B. Fuge, Corporation Counsel

County Board Action:

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above resolution, Resolution 11-13; Resolution to Authorize Hazardous Waste Collection Agreement with Northwest Wisconsin Regional Planning Commission in accordance with Wisconsin Statutes Section 66.030; by a vote of _____ in favor and _____, against.

[Signature]
William Johnson, IV, County Board Chairperson

by unanimous voice vote

Attest: [Signature]
Carole Wondra, Polk County Clerk

HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is between Northwest Wisconsin Regional Planning Commission (hereinafter "NWRPC"), a Wisconsin quasi-municipal corporation, and Polk County, State of Wisconsin (hereinafter "County"), a Wisconsin quasi-municipal corporation.

WHEREAS, pursuant to Wisconsin Statute Section 66.0309, NWRPC currently operates a household hazardous waste collection and disposal program on behalf of constituent counties within its Regional Planning District in the State of Wisconsin; and

WHEREAS, the County, pursuant to Wisconsin laws, operates a similar collection program for household hazardous wastes within its boundaries; and

WHEREAS, both NWRPC and the County operate under their own waste generator numbers in accordance with state and federal regulations; and

WHEREAS, NWRPC can provide household hazardous waste collection and disposal services to the County more economically than the County can on its own, NWRPC desires to provide those services, and the County desires to receive those services; and

WHEREAS, NWRPC has a contract with WRR Environmental Service Co, Inc. (hereinafter "WRR") and would in conjunction with WRR identify, collect, package, transport, and dispose of waste collected at sites designated by the County at times to be agreed upon by NWRPC and the County.

WHEREAS, NWRPC will provide the County with proof of all requested insurance specifications and submit a certificate of insurance listing the County as an "additional" insured.

THEREFORE, pursuant to Wisconsin Statute Section 66.0301, NWRPC and County enter into this Hazardous Waste Collection Agreement consisting of certain terms and conditions, as follows:

TERMS OF THE AGREEMENT:

1. **Term of Agreement.** The term of this Agreement shall be from January 1, 2013 through December 31, 2013.
2. **Maintenance of Separate Generator Numbers to Be Required.** Each of the parties shall maintain separate generator numbers pursuant to state and federal laws and standards. The failure or refusal of a party to do so shall constitute immediate cause for termination of this Agreement by the other party. All household hazardous waste collected in the County pursuant to this Agreement shall be deemed waste generated by the County.
3. **NWRPC RESPONSIBILITIES.** NWRPC will provide all necessary, qualified staff (its own or through WRR) to perform all functions related to identifying, collecting,

packaging, transporting and disposing of all household hazardous waste from the County. NWRPC shall provide all tools, equipment, vehicles, and supplies necessary to perform these functions. NWRPC shall be responsible for transporting waste collected in the County to licensed disposal or recycling sites.

4. **County Responsibilities.** The County shall provide appropriate sites for collection of household hazardous waste. The County shall provide personnel to generally manage the sites, i.e, direct traffic and manage persons bringing household hazardous waste to the site. The County shall certify the types and quantities of waste collected at its sites before the wastes are transported from the sites.
5. **Rejection of Unacceptable Waste.** NWRPC has the right to reject unacceptable waste at the County's collection sites. Unacceptable waste is: radioactive materials; compressed gas cylinders; shock or heat sensitive materials; explosives (including shotgun shells, fireworks, gunpowder, etc.); infectious or biological wastes and sharps.
6. **Cost of Services.** In exchange for the services provided by NWRPC, the County shall pay NWRPC an amount determined by the following price schedule for waste collected in the County. SEE ATTACHMENT A
7. **Number of Events.** This Agreement shall be valid for up to two (2) household and agricultural hazardous waste collection event(s) held by the County on or about: September 27 and 28.
8. **Indemnification Agreement.**
 - a. The County shall defend, hold harmless, and indemnify NWRPC from any and all equitable and legal claims, causes of action, lawsuits, sanctions, penalties, forfeitures, costs, and other expenses, including but not limited to reasonable attorney's fees and other costs of defense, which may arise or which may be placed into suit at any time hereinafter, for which NWRPC may become responsible as a result of any action or inaction of the County, its officers, employees, or agents arising under this Agreement.
 - b. NWRPC shall defend, hold harmless, and indemnify the County for any and all equitable and legal claims, causes of action, lawsuits, sanctions, penalties, forfeitures, costs, and other expenses, including but not limited to reasonable attorney's fees and other costs of defense, which may arise or which may be placed into suit at any time hereinafter, for which the County may become responsible as a result of the action or inaction of NWRPC, its officers, employees, or agents arising under this Agreement.
 - c. This indemnification section can be enforced by any individual county which is a member of the regional planning district of NWRPC.
 - d. For purposes of this section, neither NWRPC nor any of the counties participating in its regional planning commission shall be deemed an agent of the County, nor shall the County be deemed an agent of NWRPC or any of those counties.
 - e. This indemnification section shall remain effective beyond the term of this Agreement.

- 9. **Wisconsin Laws Applicable.** This Agreement shall be interpreted and construed according to the law of the State of Wisconsin.
- 10. **Agreement Nonassignable.** This Agreement shall not be assignable by either of the parties.
- 11. **Notices.** Notices under this Agreement shall be given to the following representatives of the parties.

Upon Northwest Regional Planning Commission to:

Sheldon Johnson, Deputy Director/Environmental Services Director

Upon Polk County to:

Deb Peterson, Director, Polk County Parks, Forestry, Buildings and Solid Waste,
100 Polk County Plaza, Suite 10, Balsam Lake, WI 54810; Tel: 715-485-9294;
Fax: 715-485-9110; E-mail: debbiep@co.polk.wi.us

Dated this _____ day of _____, 20_____

NORTHWEST REGIONAL PLANNING COMMISSION

By: _____

Myron Schuster, Executive Director

POLK COUNTY

By: _____

Deb Peterson, Director, Polk County Parks, Forestry, Buildings and Solid Waste

Contract Reviewed and Approved as to Form:


Jeffrey B. Fuge, Corporation Counsel

Dated: 3-4-2013

POLK COUNTY

ATTACHEMENT A - 2013 Northwest Cleansweep Pricing Schedule

| Waste Type | Rate | Qty |
|---|-------------|------|
| Paint | \$ 0.50 | LB |
| Bulk Paint | \$ 120.00 | Drum |
| Solvents | \$ 0.50 | LB |
| Bulk Solvents | \$ 120.00 | Drum |
| Other -Reg Liquids | \$ 0.45 | LB |
| Flammable Gas (Aerosols + 1 lb cylinders) | \$ 1.80 | LB |
| Flammable Propane Cylinders (Gas Grille type) | \$50 | Each |
| Corrosives | \$ 2.50 | LB |
| Bulk Corrosives (Acids/Bases) | \$ 345.00 | Drum |
| Mercury | \$ 3.50 | LB |
| Pesticides | \$ 2.50 | LB |
| Oxidizers | \$ 2.50 | LB |
| PCB (Liquid) | \$ 4.00 | LB |
| PCB Ballasts | \$ 1.50 | LB |
| PCB Capacitors | \$ 4.00 | LB |
| Reactive Lab Packs | \$ 4.00 | LB |
| All other Lab Packs | \$ 2.65 | LB |
| Bulk Pesticides Liquid (Regulated) | \$ 360.00 | Drum |
| Bulk Pesticide Liquid (Non- Regulated) | \$ 380.00 | Drum |
| Bulk Pesticides Solid | \$ 460.00 | Drum |
| Pesticide Sludge | \$ 2.50 | LB |
| Bulk Pesticide Sludge (Liquid) | \$ 380.00 | Drum |
| Bulk Pesticide Sludge (Solid) | \$ 460.00 | Drum |
| Bulk Dioxins | \$ 8,000.00 | Drum |
| 5 gallon fiber pail | \$ 15.00 | |
| 5 gallon white pail (Poly) | \$ 13.00 | |
| 13 gallon drum poly (new) | \$ 40.00 | |
| 13 gallon drum poly (used) | \$ 20.00 | |
| 30 gallon drum steel | \$ 45.00 | |
| 30 gallon drum Poly (new) | \$ 50.00 | |
| 30 gallon drum Poly (used) | \$ 25.00 | |
| 55 gallon drum steel | \$ 30.00 | |
| 55 gallon drum poly (new) | \$ 70.00 | |
| 55 gallon drum poly (used) | \$ 30.00 | |
| Cubic yard box (new) | \$ 60.00 | |
| Cubic yard box (used) | \$ 25.00 | |
| Vermiculite | \$ 13.00 | Each |
| Oil Dry | \$ 10.00 | Each |
| Manifest Reports | \$ 2.00 | Each |
| Staff Labor | \$ 52.00 | HR |
| Mileage | | |
| Car (NWRPC fleet) | \$ 0.55 | Mile |
| Car (Other fleet) | \$ 1.05 | Mile |
| Truck | \$ 1.55 | Mile |
| Semi | \$ 2.60 | Mile |
| Lodging (if necessary) | \$ 80.00 | Each |
| 4' and under Fluorescent Lamps (includes circulars and U-tubes) | \$ 0.50 | Each |
| 5' and over Fluorescent Lamps | \$ 0.75 | Each |
| 4' and under Shatter Shield Fluorescent Tubes | \$ 1.75 | Each |

| | | |
|--|-----------|------|
| 5' and over Shatter Shield Fluorescent Tubes | \$ 2.25 | Each |
| Tanning Bed Lamps | \$ 2.00 | Each |
| Heavy-weight Incandescent Bulbs (Includes spot and flood lamps) | \$ 0.50 | Each |
| High-Intensity Discharge (HID) Lamps (Includes high pressure sodium, metal halide and mercury vapor) | \$ 2.50 | Each |
| Batteries - (NiCads, Lithium, Mercury) | \$ 1.50 | LB |
| Oil Filters | \$ 1.00 | Each |
| Complete Computer System | \$ 16.00 | Each |
| Monitor | \$ 15.00 | Each |
| CPU | \$ 5.00 | Each |
| Desktop Printers, Fax and Copy Machines; VCR/DVD players, stereo, record player | \$ 5.00 | Each |
| Microwaves | \$ 10.00 | Each |
| Floor Copiers (stand alone) | \$ 50.00 | Each |
| TV (Projection) | \$ 75.00 | Each |
| TV's up to 21" diagonal | \$ 15.00 | Each |
| TV's greater than 21" diagonal (excluding big screen and projector TV's) | \$ 20.00 | Each |
| Keyboards, mouse and cables | No Charge | Each |

Shaded items require payment by businesses or individuals

All other items paid for by project funds

12/13/2012