



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

May 10, 2016
Page 1 of 3

The meeting was held in the County Board Room, Government Center, Little Falls MN, and was called to order at 9:00 a.m. by Chairman Winscher.

Members present: Commissioners Jeff Jelinski, Randy Winscher, Duane Johnson, Kevin Maurer and Mike Wilson.

Staff present: Deb Gruber, Brian Middendorf, Deb Lowe, Steve Backowski, Katy Kirchner, Brad Vold, Tabitha Maher, Emily Senta, Chuck Parins, Amanda Meyer, and Julie Shelstad,

Others present: Pat Boone, Liz Verle, Carol Anderson, Staff Sgt. Anthony Housey, CPT Bryan Pederson, COL Scott St. Sauver.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the Morrison County Board of Commissioner Minutes for April 26, 2016.

AGENDA CHANGES

A motion was made by Commissioner Jelinski, seconded by Commissioner Wilson and carried unanimously to adopt the agenda as presented.

PROCLAMATIONS

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve the week of May 15th - 21st 2016, as Emergency Medical Services Week in Morrison County.

PUBLIC WORKS

A motion was made by Commissioner Maurer, seconded by Commissioner Jelinski and carried unanimously to authorize Resolution #2016-037 for the County to enter the Angie Hemp property to remove unauthorized deposits of accumulated Solid Waste at the landowner's expense.

COMMUNITY DEVELOPMENT

Carol Anderson, Community Development Coordinator, discussed several current and upcoming projects throughout the county.

CAMP RIPLEY ANNUAL REPORT

Colonel Scott St. Sauver presented to the Board the 2016 Community Brief, which covers various events that will be happening at Camp Ripley, and the impact it may have on its neighbors. Colonel Scott St. Sauver also reported on various things Camp Ripley has been working on over the year.

SOCIAL SERVICES REPORT

Brad Vold, Social Services Director and Amanda Meyer, Office Services Supervisor, shared information on front desk activity.

A motion was made by Commissioner Maurer, seconded by Johnson to approve Resolution #2016-038 allowing Morrison County to apply for Innovation on Funding on behalf of Cass, Crow Wing, Morrison, Todd, and Wadena Counties. Motion carried 4-1 Commissioner Wilson abstained.

PUBLIC HEALTH REPORT

A motion was made by Commissioner Maurer, seconded by Commissioner Jelinski and carried unanimously to approve the following 2016 Establishment Licenses:



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

MAY 10, 2016

Page 2 of 3

Seasonal Establishment Licenses:

Dist. 1	Pine Grove Zoo	Little Falls	\$263.00
---------	----------------	--------------	----------

A motion was made by Commissioner Jelinski, seconded by Commissioner Wilson and carried unanimously to adopt Resolution #2016-039 Authorizing Execution of Agreement with Minnesota Department of Public Safety for traffic safety projects October 1, 2016 through September 30, 2017.

ASSESSORS REPORT

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve as presented for Parcel Number 48.1988.000.

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve as presented for Parcel Number 13.0082.000.

The County Board Recessed at 10:17 a.m. and reconvened the meeting at 10:26 a.m.

AUDITOR/TREASURER'S REPORT

A motion was made by Commissioner Johnson, seconded by Commissioner Wilson and carried unanimously to approve the easement for Great River Energy power line to cross Parcel #18.0095.000 which is a tax forfeited property.

COUNTY BOARD WARRANTS

A motion was made by Commissioner Johnson and seconded by Commissioner Wilson to approve the following Resolution:

WHEREAS, the Morrison County Board of Commissioners have reviewed the list of County Board Warrants;

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for April 26, 2016 be approved for payment:

REVENUE	\$	49,405.94
PUBLIC WORKS	\$	74,862.98
SOCIAL SERVICE	\$	137,718.39
SOLID WASTE	\$	4,986.11
PARKS FUND	\$	65.50
	TOTAL	\$ 267,038.92
MEALS	\$	159.36

Motion carried on a roll call vote with all Commissioners voting "aye".

A motion was made by Commissioner Johnson, seconded by Commissioner Wilson to approve the Commissioners Expense Reports as presented. Motion carried on a roll call vote with all Commissioners voting "aye".

PUBLIC WORKS REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Maurer and carried unanimously to approve Resolution #2016-040 Agreement between Morrison County and Crow Wing County for the operation of a Household Hazardous Waste Program.



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

MAY 10, 2016
Page 3 of 3

MAY 10, 2016
Page 3 of 3

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson to approve Resolution #2016-04I, Award Bridge Replacement Contract C-266. Motion carried on a roll call vote with all Commissioners voting "aye".

ADMINISTRATOR'S REPORT

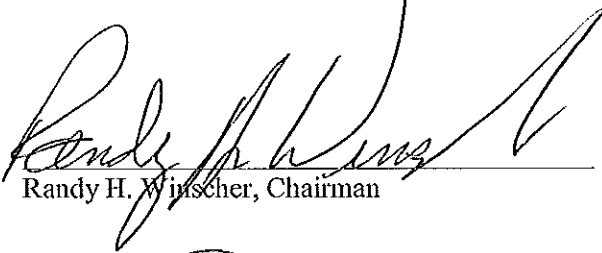
Deb Gruber, County Administrator, discussed with the Board various projects going on around the government Center.

COUNTY BOARD REPORTS AND SCHEDULE

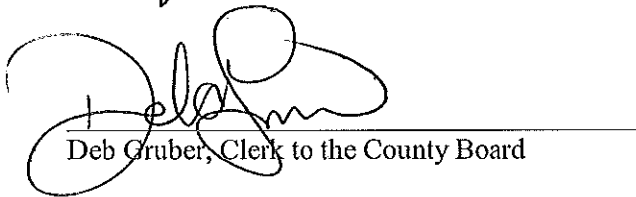
Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

ADJOURNMENT

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to adjourn the meeting at 10:53 a.m.



Randy H. Wirscher, Chairman



Deb Gruber, Clerk to the County Board

DATE: 5/10/16

**MORRISON COUNTY BOARD OF COMMISSIONERS
COUNTY BOARD MEETING**

PLEASE SIGN IN

NAME

ADDRESS/REPRESENTING

Staff Sgt. Anthony Housey

Camp Ripley

CPT Bryan Pederson

Camp Ripley

COL Scott St. Sauer

Camp Ripley

RESOLUTION

Morrison County Board of Commissioners

Abatement

for

Ms. Angie Hemp

13086 Terrace Lane, Little Falls, MN 56345

PIDs # 16.0640.000 & 16.0641.000

**Pursuant to Section 23, Subsection 23.3 of the
Morrison County Solid Waste Ordinance**

WHEREAS, Section 23, Subsection 23.3 of the Morrison County Solid Waste Ordinance states: "Pursuant to Minnesota Statute 375.18 subdivision 14, the County may remove unauthorized deposits of accumulated solid waste at the landowner's expense and may order the expense to be a lien on the property and be collected as a special assessment. In addition, pursuant to Minnesota Statute 115A.99, the County may seek civil penalties and damages from the landowner and/or the persons responsible for the unauthorized deposit of solid waste, and if such penalties are not paid, the County may impose the amount due as a lien on property owned by the landowner and/or responsible persons and may collect the amount as a special assessment", and;

WHEREAS, It is the policy of the Public Works Department to work with landowners in order to achieve voluntary compliance, and;

WHEREAS, Ms. Angie Hemp has failed to achieve compliance within the timeline allowed by the Public Works Department, and;

WHEREAS, the following are conditions that merit abatement action on the above referenced property:

- Ashen debris from illegal burning (ash barrel & fire pit)
- Several piles of mixed solid waste (SW), and

WHEREAS, the above conditions violate Section 3.0, Subsections 3.1 & 3.2, Section 5.0, Subsections 5.1-5.4 & 5.5 a, b, e, Section 6.0, Subsection 6.1, and

WHEREAS, pursuant to Section 23, Subsection 23.3 of the Morrison County Solid Waste Ordinance, it is the recommendation of the Solid Waste Officer that abatement procedures be authorized for the above referenced property.


RESOLUTION -Morrison County Board of Commissioners
 Abatement for MS. Angie Hemp 13086 Terrace Lane, Little Falls, MN 56345
 PIDs # 16.0640.000 & 16.0641.000

NOW, THEREFORE, the Morrison County Board of Commissioners hereby authorizes the Morrison County Solid Waste Officer, and others acting under his direction, to remove all unauthorized deposits of accumulated Solid Waste on the property located at 13086 Terrace Lane, Little Falls, MN, at the landowner's expense. This authorization is stayed for ten (ten) days to provide the landowner additional time to clean the property or appeal this Resolution to District Court. The expense of the removal shall be a lien on the property and be collected as a special assessment, as provided by law.

DATED THIS 10th DAY OF May, 2016.



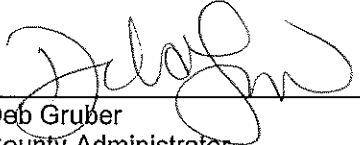
 Chairman, County Board of Commissioners
 County of Morrison
 State of Minnesota



 Deb Gruber, County Administrator
 County of Morrison
 State of Minnesota

STATE OF MINNESOTA }
 COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 10th day of May, 2016, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.
 Witness by hand and seal this 10th day of May, 2016.



 Deb Gruber
 County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Winscher	<input checked="" type="checkbox"/>				
Jelinski					<input checked="" type="checkbox"/>
Johnson	<input checked="" type="checkbox"/>				
Maurer				<input checked="" type="checkbox"/>	
Wilson	<input checked="" type="checkbox"/>				

Emergency Medical Services Week

A Proclamation by the Morrison County Public Safety Group to designate the week of May 15th -21st 2016 as Emergency Medical Services Week.

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week, 365 days a year; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important , out of hospital care, including preventative medicine, follow-up care and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, fire fighters, law enforcement officers, public health emergency preparedness coordinators, emergency nurses, emergency physicians, trained members of the public, and other medical care providers; and

WHEREAS, the members of emergency medical services steams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

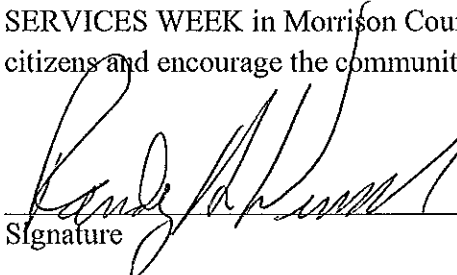
WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, BE IT RESOLVED THAT WE,

the Board of the Morrison County Commissioners, of the great state of Minnesota, in recognition of this event do hereby proclaim the week of May 15th-21st, 2016, EMERGENCY MEDICAL SERVICES WEEK in Morrison County, and we call this observance to the attention of all our citizens and encourage the community to show appreciation.

Signature

Date



5/10/16

MORRISON COUNTY BOARD OF
COMMISSIONERS

#2016-038

A RESOLUTION ESTABLISHING SUPORT FOR SEEKING FUNDING FROM NATIONAL
JOINT POWERS ALLIANCE FOR REGIONAL TRAINING OF SOCIAL SERVICE
AND PUBLIC HEALTH AGENCIES ON BECOMING TRAUMA INFORMED

WHEREAS, The National Joint Powers Alliance (NJPA), is providing innovation funding for the Cities and Counties in Region Five, and;

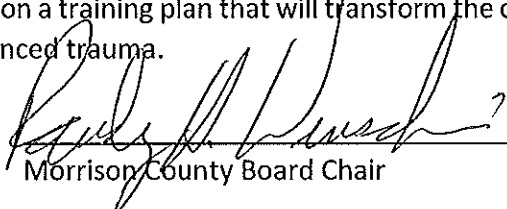
WHEREAS, The Social Service and Public Health agencies of Cass, Crow Wing, Morrison, Todd, and Wadena Counties work with children and adults who have experienced trauma, which is defined as any experience that creates a sense of fear, helplessness or horror and overwhelms a person's typical resources for coping, and;

WHEREAS, There is growing research on the affects of trauma and its impact on communities as a result of the Adverse Childhood Experiences (ACE's) Study, and;

WHEREAS, Becoming a trauma-informed agency means making a commitment to changing the practices, policies and culture of an entire organization and requires staff at all levels and in all roles to modify what they do based on an understanding of the impact of trauma.

NOW, THEREFOR BE IT RESOLVED, that the Morrison County Board of Commissioners approves the National Joint Powers Alliance innovative funding application submitted by Morrison County Social Services to collaborate with the agencies listed above to work with a professional organization on a training plan that will transform the culture to better work with individuals who have experienced trauma.

Signed:


Morrison County Board Chair

Date:

5/10/2016

Attest:


Morrison County Administrator

Title:

Morrison County Administrator

Date:

5/10/16



Public Health
KATY KIRCHNER
Director

200 Broadway Avenue East
Little Falls, Minnesota 56345-3196
www.co.morrison.mn.us
General Information: 320-632-6664
Toll Free: 1-866-401-1111
Fax: 320-632-0392

Morrison County will provide cost effective, high quality services to county residents in a friendly and respectful manner.

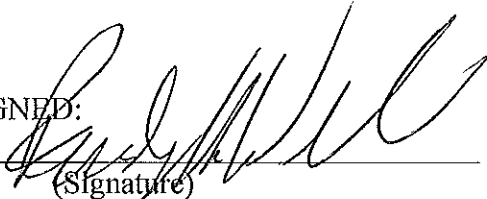
#2016-0391

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that Morrison County Public Health enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety projects during the period from October 1, 2016 through September 30, 2017.

The Morrison County Public Health Director is hereby authorized to execute such Agreements and amendments as are necessary to implement the project on behalf of the Morrison County Public Health and to be the fiscal agent and administer the grant.

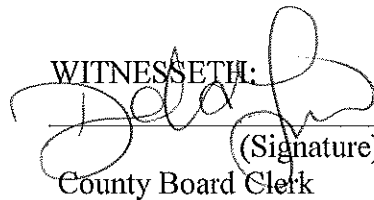
I certify that the above resolution was adopted by the Morrison County Board of Commissioners of Morrison County on

SIGNED: 

(Signature)

County Board Chair

05-10-16
(Date)

WITNESSETH: 

(Signature)

County Board Clerk

5/10/16
(Date)

**MORRISON COUNTY
REQUEST FOR BOARD ACTION**

REQUESTED BOARD DATE: **May 10, 2016**

ORIGINATING DEPARTMENT: **ASSESSOR'S OFFICE**

PRESENTER: **Glen A. Erickson**

ITEM (as appears on agenda): **ASSESSOR'S REPORT (ABATEMENTS)**

BOARD ACTION:

Request approval of the attached Abstract of Tax Abatements dated May 10, 2016.

BACKGROUND INFORMATION:

See attached.

Additional information attached: No or **Yes**

ABSTRACT OF TAX ABATEMENTS

May 10, 2016

1. BEVERLY NOUIS, Parcel Number 48.1988.000, Little Falls City

The house on this property was destroyed by fire on April 4, 2015 and has not yet been rebuilt. Pursuant to Minnesota Statutes 273.123, Subd. 7, the property owner is entitled to a prorated refund of payable 2015 taxes for the 8 months (May-December 2015) when it was unusable. Taxes for 12 months on the house for taxes payable in 2015 were \$414.00. $\$414.00 \times 8/12 = \276.00 . **Amount of Credit: \$276.00. Recommend Approval.**

2. WILLIAM & CANDICE SAARELA, Parcel Number 13.0082.000, Hillman Township

The buildings on this parcel burned down in August 2014. Therefore, all the building value should have been removed for taxes payable in 2016. Correcting the taxes payable in 2016, would decrease the taxes from \$1,294.00 to approximately \$394.00, a decrease of \$900.00. This will be corrected for the 2016 assessment, taxes payable 2017. **Amount of Credit: \$900.00. Recommend Approval.**

Abstract of Tax Abatements (Continued)

Page 2

May 10, 2016

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both"

Tax is Paid
 Tax is Not Paid

REPORT OF INVESTIGATION

After examining the applicants' claims, I have carefully investigated these applications and find the facts as stated above.



Signature of Investigator

May 10, 2016
Date

CERTIFICATIONS OF APPROVAL

NOTE: For these abatements to be approved, the assessor, county auditor and the county board of commissioners must all favorably recommend their adoption.

ASSESSOR'S RECOMMENDATION (County Assessor or City Assessor in certain cities)

Approved Denied



Assessor's Signature

COUNTY AUDITOR'S RECOMMENDATION

Approved Denied



Auditor's Signature

Abstract of Tax Abatements (Continued)


Page 3

May 10, 2016

COUNTY BOARD OF COMMISSIONER'S ACTION (To be completed by county auditor)

XX Approved _____ Denied

I certify that at a meeting held May 10, 2016 the County Board, took the above official action on these abatements. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the names of taxpayers, other concerned persons and the amounts involved.



Signature of County Auditor



Date



12300 Elm Creek Boulevard
Maple Grove, Minnesota 55369-4718
763-445-5000
greatriverenergy.com

April 13, 2016

CW-MFT 115 kV Line
WO #202972

Certified Mail 7013 2630 0002 0001 0443

Deb Lowe
Morrison County Auditor-Treasurer
213 1st Avenue SE
Little Falls, MN 56345

SUBJECT: Great River Energy Easement CW-MFT-056
Morrison County Administered Land - PID No. 180095000

Dear Ms. Lowe:

I have enclosed easement documents providing specific details of a proposed Great River Energy transmission line easement that would encumber 0.40 acres across the subject County Administered Land located on the westerly bank of the Crow Wing River in Motley Township. Along with the easement documents, I have also enclosed an offer of compensation for the County's execution of the easement.

As you will note on the enclosed Easement Exhibit B, the easement area encumbers a significant portion of the overall parcel. We will also need to remove all the existing trees located within the defined easement area. We would install a single wood power pole on the property depicted as "186" on the enclosed aerial photo. We have successfully acquired easements from adjoining property owners on both the north and south sides of the County's parcel. Please be advised the property owner to the north has indicated a keen interest in acquiring title to your parcel if the County wishes to convey its ownership.

If you have any questions regarding the easement documents or the offer of compensation, please contact me. Please advise if you recommend a representative of Great River Energy attend the County Commissioner's meeting when this item is considered for approval. Thanks for your assistance and cooperation as we move forward with this important transmission project.

Sincerely,
GREAT RIVER ENERGY


Rick Heuring
Senior Field Representative

Enclosures

RH:jrs:\trans\capproj\202987\Motley\202972\FishTrap\ENV\LR\LR\lacq\esmls\CW-MFT-056\MorrisonCo\CW-MFT-056\offerletter4.13.2016.doc

Direct Dial (763) 445-5979

E-mail rheuring@grenergy.com

Fax (763) 445-6779

EASEMENT

EASEMENT NO #: CW-MFT-064

KNOW ALL PERSONS BY THESE PRESENTS, that County of Morrison, a body corporate and politic existing under the laws of the State of Minnesota Grantor", whether one or more, whose post office address is: 213 1st Ave. SE, Little Falls, MN 56345, in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto Great River Energy, a Minnesota cooperative corporation, ("Grantee"), its post office address being 12300 Elm Creek Blvd, Maple Grove, MN 55369-4718, and to its successors and assigns, the right to enter upon the following described real property (the "easement area") in Morrison County, Minnesota situated in:

Section 27, Township 133N, Range 31W.

more particularly described on attached **Exhibits A & B**

for the following purposes:

To construct, reconstruct, relocate, operate, repair and maintain on the easement area, and in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, consisting of single pole structures and appurtenances, and telecommunications facilities, including fiber optic cable.

To permit or otherwise agree to the joint use or occupancy of the transmission line or system and the easement area by any other person(s) or entity(ies) for the construction, reconstruction, relocation, operation, maintenance and repair of aboveground or underground facilities for the transmission or distribution of electric energy and telecommunications, including fiber optic cable.

Together with the right of reasonable ingress to and egress from the easement area over and across the lands adjoining the easement, the right to occupy and use that part of the lands adjoining the easement area necessary for the performance of the construction, reconstruction, maintenance, relocation and repair of the electric transmission or distribution line or system or communication facilities, the right from time to time to cut down, trim, or, in any manner, eliminate all trees, shrubbery or brush located within the easement area and the right to cut down from time to time all other dead, weak, leaning or dangerous trees located on lands adjoining said easement area that are tall enough to come within 5 feet of striking any part of said transmission line or system in falling. Election by Grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

Grantor reserves the right to cultivate, use and occupy said easement area, except, that without the prior written approval of Grantee, Grantor shall not erect thereon any structures or other objects or improvements, permanent or temporary, except fences, streets, roads, and underground improvements, such as utilities. Grantor further agrees not to perform any act which will interfere with or endanger said transmission line.

Grantee agrees to pay Grantor for this easement prior to the construction of said line or system on the easement area.

Further, Grantee agrees to pay a reasonable sum for any damage caused to crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, operation, maintenance, or repair of said line, system, or communication facilities, excepting and excluding trees within the easement area.

All facilities installed and placed by Grantee or its permittee(s) on said lands shall remain the property of Grantee or its permittee(s), removable at the option of Grantee or its permittee(s).

This Easement has been duly executed by Grantor on this 25 day of May, 2016.

GRANTOR

By: [Signature]

Its: Chairman

By: [Signature]

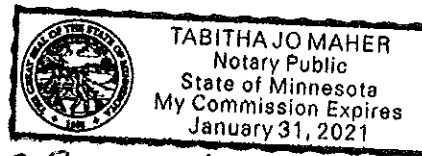
Its: Administrator

STATE OF Minnesota
COUNTY OF Morrison

The foregoing instrument was acknowledged before me this 25 day of May, 2016, by Randy Winscher, Chairman of (NAME/TITLE)

County of Morrison, a body corporate and politic existing under the laws of the State of Minnesota.

[Signature] (Notary)

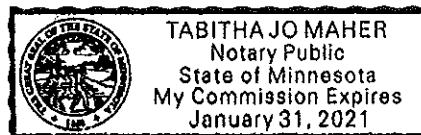


STATE OF Minnesota
COUNTY OF Morrison

The foregoing instrument was acknowledged before me this 25 day of May, 2016, by Deb Gruber, Administrator of (NAME/TITLE)

County of Morrison, a body corporate and politic existing under the laws of the State of Minnesota.

[Signature] (Notary)



Drafted By: Great River Energy
Land Rights Department
12300 Elm Creek Blvd
Maple Grove, MN 55369-4718
(763) 445-5000
(To be returned to same after recording.)

EXHIBIT A

Easement No. CW-MFT-056

GRANTOR'S PROPERTY

That part of Lot 1 of Section 27, Township 133, Range 31, Morrison County, Minnesota lying South of the Crow Wing River and described as follows: Beginning at a point 846.40 feet East of the northwest corner of Lot 1, thence South 100 feet, thence East 100 feet, thence South 50 feet, thence East 21 feet to the point of beginning, thence South 100 feet, thence East to the water line of the Crow Wing River, thence in a Northwesterly direction, along the water line of said river to a point on said water line directly East of the point of beginning, thence West to point of beginning.

EASEMENT PREMISES

All that part of the above described "Grantor's Property" lying within Fifty (50) feet on each side of the following described centerline:

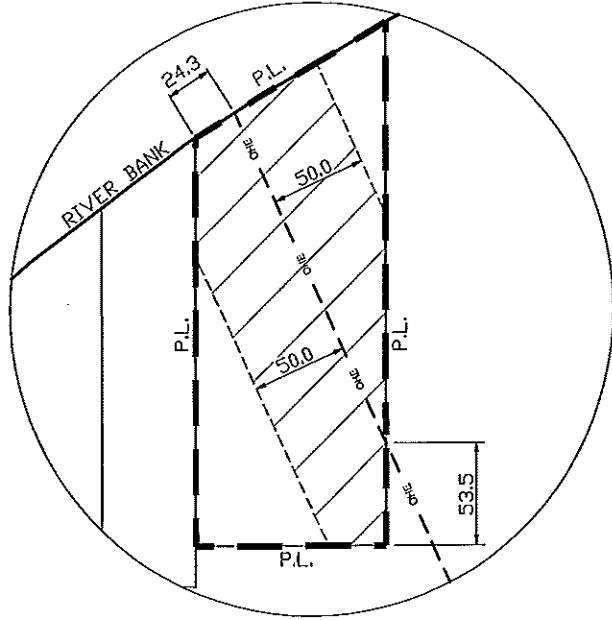
Commencing at the North Quarter corner of Section 27, Township 133 North, Range 31 West; thence North 89 degrees 52 minutes 04 seconds East, on an assumed bearing, along the north line of said Section 27 a distance of 1327.2 feet to the northwest corner of Government Lot 1 of said Section 27; thence South 00 degrees 49 minutes 05 seconds East along the west line of said Government Lot 1 a distance of 98.4 feet to the point of beginning of the centerline to be described; thence South 78 degrees 18 minutes 08 seconds East 135.3 feet; thence South 67 degrees 34 minutes 46 seconds East 299.0 feet; thence South 55 degrees 45 minutes 10 seconds East 308.4 feet; thence North 65 degrees 03 minutes 45 seconds East a distance of 583.0 feet, more or less, to a point of ending on the westerly bank of the Crow Wing River.

The sidelines of said "Easement Premises" shall be shortened or extended so as to begin and terminate at the property lines.

The above described easement contains 0.40 acres, more or less.

Subject to public road right of way.
Subject to mining and mineral reservations of record.
Subject to easements, restrictions and reservations of record.

All in Morrison County, Minnesota.



DETAIL - NO SCALE

Easement No. CW-MFT-056

State of Minnesota

J:\PROJECTS\2016\16-014\DWG\EXHIBITS

GREAT RIVER ENERGY

WORK ORDER
202972

Part of Government Lot 1
Sec. 27 Twp. 133N., Rng. 31W,
Morrison County, MN

REVISIONS

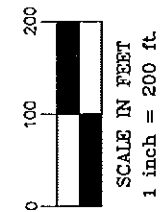
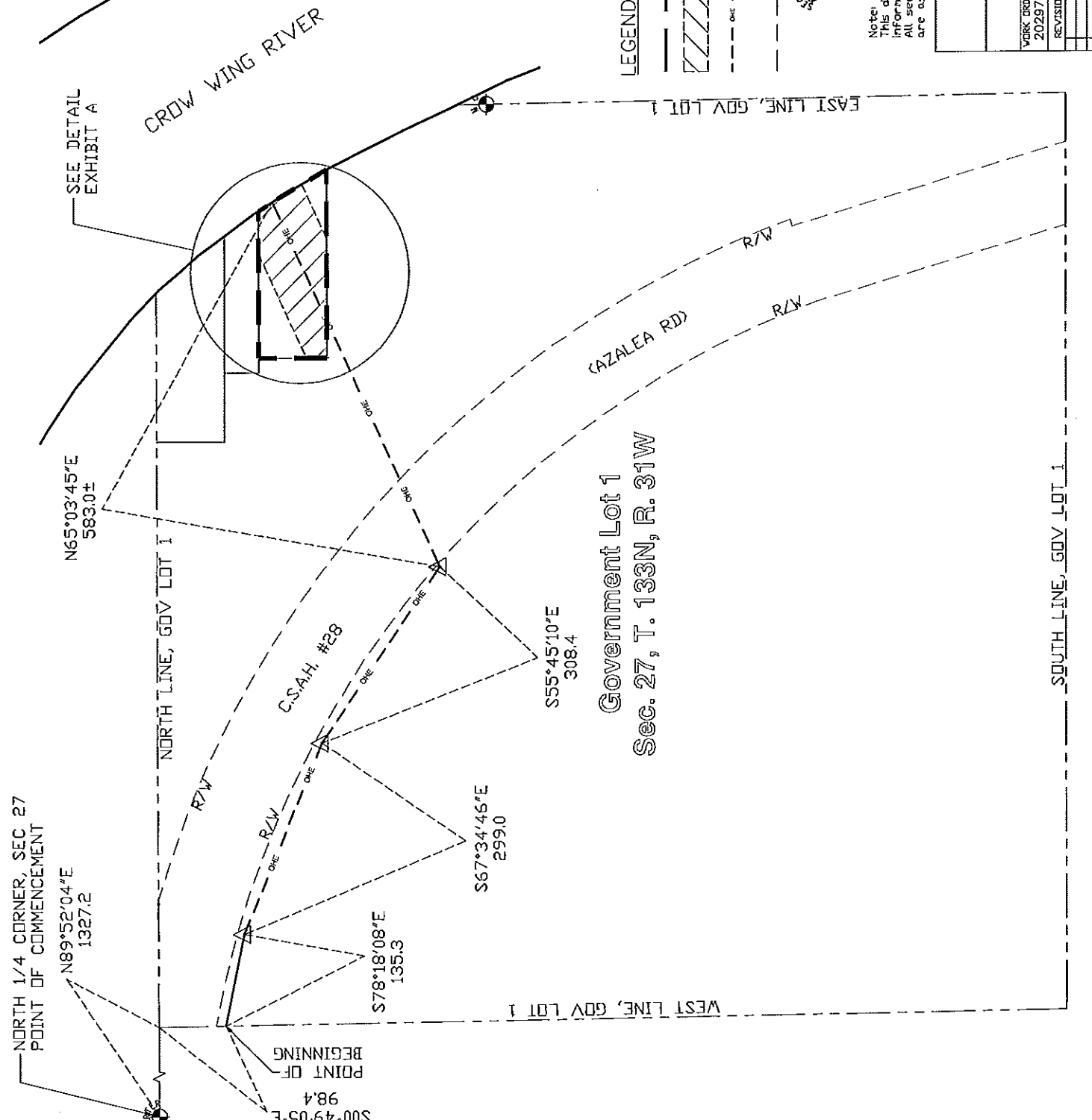
DATE
2/5/16

EXHIBIT A

Drawn By: MRN
DWG. NO. CW-MFT-056



EXHIBIT B
Easement No. CW-MFT-56



- LEGEND**
- Denotes Grantor's Property Lines
 - Denotes Easement Premises
 - Denotes Proposed Transmission Centerline
 - Denotes Road Right-of-Way
 - Denotes Found Section Monument

Note:
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.

Easement No. CW-MFT-056		State of Minnesota	
PROJECTS: 2018-19-01A, DWS EXHIBITS			
GREAT RIVER ENERGY			
WORK ORDER	202572	Part of Government Lot 1	
REVISIONS		Sec. 27, Twp. 133N., Rng. 31W.	
DATE		Morrison County, MN	
2/5/16		EXHIBIT B	
Drawn By: MBN		DIV. NO. CV-MFT-056	



EASEMENT NO. CW-MFT-056

WORK ORDER NO. 202972

STATEMENT OF COMPENSATION

LANDOWNER(S):

County of Morrison, a body corporate and politic existing under the laws of the State of Minnesota

213 1st Ave. SE, Little Falls, MN 56345

Great River Energy hereby offers to all parties who may have an interest in the easement rights to be acquired the sum of \$4,500.00, which amount has been estimated to be just compensation for the easement being requested. A summary of the amount set out above as just compensation is as follows:

LEGAL DESCRIPTION OF EASEMENT BEING REQUESTED:

As recited and depicted on the easement document Exhibits A and B

Summary and Offer:	
Easement Value of 0.40 acres x \$10,000/acre-----	\$ <u>4,000.00</u>
Tree loss-----	\$ <u>500.00</u>
Other-----	\$ <u>0</u>
TOTAL EASEMENT OFFER-----	\$ <u>4,500.00</u>

The undersigned, representing all of the owners of the easement parcel ("Landowners"), agree that said sum is just compensation for the easement.

After the executed easement documents have been recorded and returned from the applicable County recorder's office and prior to the start of any construction, Great River Energy will pay the Total Easement Offer indicated above.

Richard A. Hanning
Agent for Great River Energy

April 13, 2016
Date

Landowner Date

Landowner Date

Landowner Date

ArcGIS Web Map



April 25, 2016

GIS,ProjectFieldPoint
 Overhead Utility Point
 Tree Point
 GRE Transmission Line Structure (Project)
 GRE Generation Site (Project)
 GRE Electric Facility Site (Project)
 Transmission Substation
 Breaker Station

Foreign Electric Facility Site (Project)
 Transmission Substation
 Breaker Station
 Switch Station
 Other or Unknown Site
 GRE Distribution Substation Site (Project)
 GRE Switch Site (Project)
 GRE Communication Site (Project)
 GRE Transmission Line (Project)
 Foreign Generation Site (Project)

Parcels (Project)
 GRE Breaker
 GRE Substation Switch
 GRE Capacitor
 GRE Reactor
 GRE Miscellaneous Device
 <all other values>

PT's
 Ground
 Facility Change
 Connection Point
 Material Transition Point
 Ownership Transition
 Coupling Capacitor
 Surge Arrester

Emergency Service Power
 Emergency Service Power

0 0.0125 0.025 0.05 mi
 0 0.02 0.04 0.08 km

1:1,128

Great River Energy
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AES, Gannett, IGN, IGP, swisstopo, and the GIS User Community
 USG, GRE

United Services Group - Great River Energy | USG, GRE | Great River Energy | DigitalGlobe, Microsoft |
 Web AppBuilder for ArcGIS

Motley Area 115 kV Transmission Project



Great River Energy
 12300 Elm Creek Blvd
 Maple Grove, MN 55369
 1-888-521-0130
www.greatriverenergy.com



Crow Wing Power
 PO Box 507
 Brainerd, MN 56401
 1-800-648-9401
www.cwpower.com

Project Need

Great River Energy has received approval from the Minnesota Public Utilities Commission (Commission) to construct and operate 16.5 miles of new 115 kilovolt (kV) overhead transmission lines in northern Morrison County, southern Cass County, and eastern Todd County to ensure the reliability of electric service to the members of Crow Wing Power (CWP). The project will:

- Strengthen the electric transmission system in the Motley area, as the existing 34.5 kV system serving the area is becoming outdated and is reaching its maximum capacity.
- Provide electric service to the proposed new CWP Fish Trap Lake distribution substation that would provide electric power to a new pipeline pumping station proposed by Minnesota Pipe Line Company (MPL).
- Allow CWP to convert its existing Motley 34.5 kV distribution substation to operate at 115 kV due to the close proximity of the new 115 kV line to the existing substation.
- Prepare the transmission system for a future CWP distribution substation, which CWP anticipates needing in the Shamineau Lake area. This future substation could not be adequately served by the existing 34.5 kV transmission system in this area.

Project Description

The map on the next page depicts the transmission line route approved by the Commission for this project. The project will connect to the existing Minnesota Power 115 kV "24" transmission line in Cass County and extend approximately 5.1 miles southerly to the existing CWP Motley Substation located at the intersection of Azalea Road and County Road 2 in Morrison County. From the Motley Substation, the 115 kV overhead transmission line will continue westerly approximately 3.4 miles along Azalea Road to U.S. Hwy. 10, then continue southerly approximately 7.3 miles along U.S. Hwy. 10 to serve the new CWP Fish Trap Lake distribution substation which will be located on MPL's pipeline pump station property at U.S. Hwy. 10 and Holt Road. In most areas, the new transmission line will require a 100-foot-wide right of way, 50 feet on each side of the transmission line. In some segments of the project, lower-voltage distribution lines will be attached to the new transmission line poles as underbuild. In most cases, single round wood poles ranging in height from 60 - 90 feet above ground will be used (see photo below). The typical distance between poles will range from 250 - 400 feet.

As a component of this project, additional circuit breakers will be added to Minnesota Power's existing Dog Lake Substation and approximately 0.7 miles of new 115 kV transmission line will be constructed for additional transmission system reliability.

Permitting

The Commission approved a Certificate of Need (CON) and a Route Permit for the project on February 19, 2016. The Commission considered the input of numerous public stakeholders in reaching its decision to approve the CON and in selecting the final transmission line route and alignment depicted in the map on the next page.

Great River Energy also needs to apply for and receive environmental permits and approvals from several agencies, potentially including the Minnesota Pollution Control Agency, the US Army Corps of Engineers, the Minnesota Department of Natural Resources and the US Fish & Wildlife Service before the project can be completed.

Easements and Tree Removal

Representatives of Great River Energy will contact each affected property owner to arrange for the delivery of easement documents, offers of compensation for easements, as well as providing specific details of the project on each property. Removal of trees and certain vegetation along the transmission line right-of-way will be necessary for safety, construction and maintenance purposes. Prior to tree removal activities, landowners will be notified and provided with details of the proposed work.

Project Schedule

Project notification and open house -----	Fall 2014
State permitting -----	March 2015 – March 2016
Easement acquisition -----	March – Nov 2016
Transmission line design -----	2016
Environmental permits -----	2016
Transmission line construction -----	Nov 2016 – Aug 2017
Energization -----	August 2017



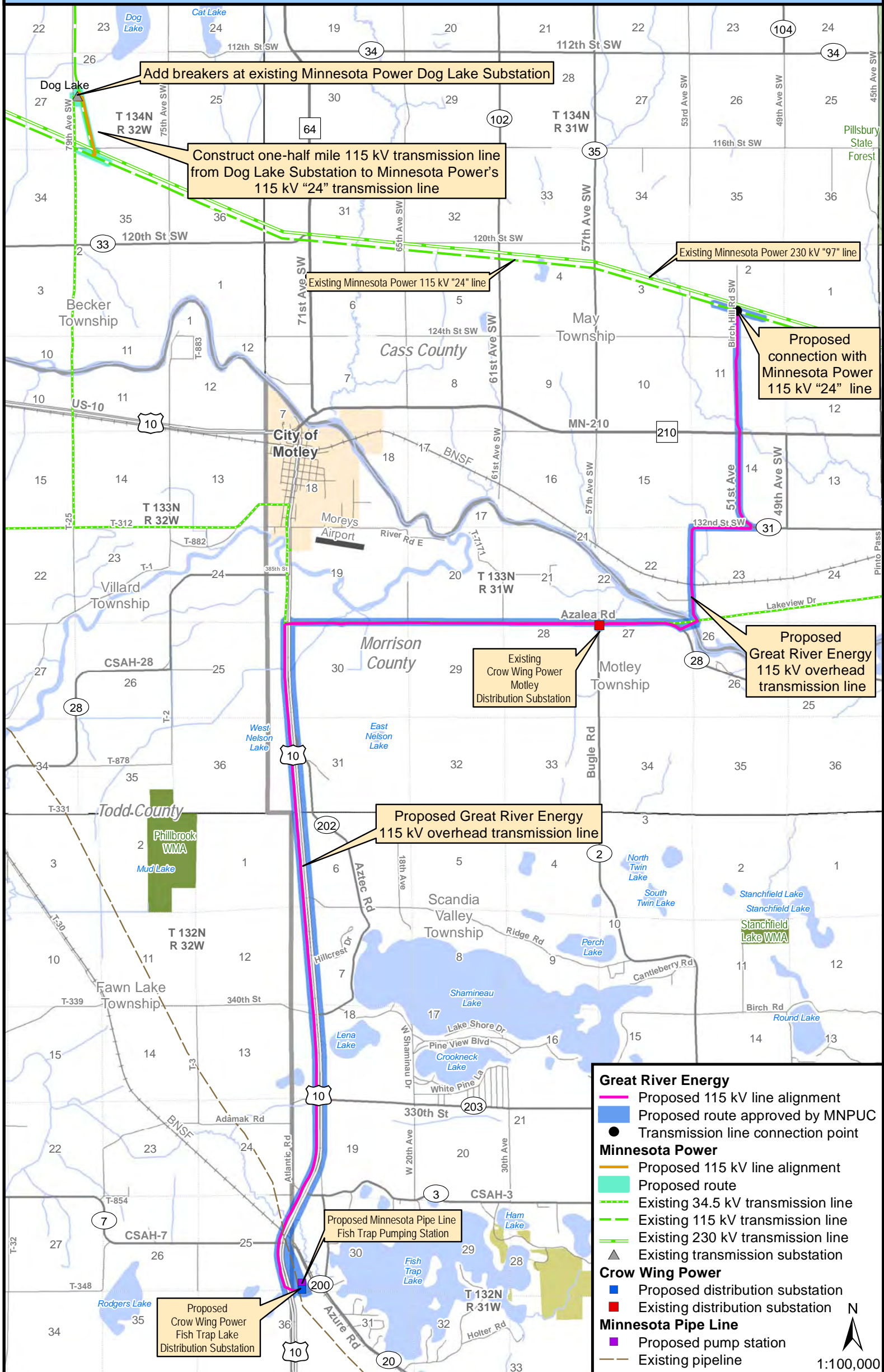
Typical 115 kV Wood Transmission Line Structure

For project updates and information, visit greatriverenergy.com/motley or contact:

Rick Heuring
 Sr. Field Representative
 Great River Energy - Land Rights
 (763) 445-5979
rheuring@grenergy.com

Marsha Parlow
 Transmission Permitting Analyst
 Great River Energy – Environmental Services
 763-445-5215
mparlow@grenergy.com

Project Map



RESOLUTION #2016-040

2016 Agreement between Morrison County and Crow Wing County for the Operation of a Household Hazardous Waste (HHW) Program

WHEREAS; this agreement is entered into by and between the County of Crow Wing (hereinafter the "Regional Sponsor" or "the County") and the County of Morrison ("Co-Sponsoring Organization"); and

WHEREAS; this Agreement is made under the State's authority of Minn. Stat. § 115A.46, 115A.96, 116.03 and 471.59 and under a county's authority of Minn. Stat. § 375.21, 473.801 through 473.834 and 471.59 and Minn. Stat. Ch. 400; and

WHEREAS; the Minnesota Pollution Control Agency is required by Minn. Stat. § 115A.96 to establish a statewide program to manage household hazardous wastes ("HHW"). Minn. Stat. § 115A.96, Subd. 3, provides that the statewide HHW program may be provided directly by the State or by contract with public or private entities; and

WHEREAS; the Regional Sponsor wishes to partner with the Co-Sponsoring Organization to provide a HHW program that furthers the goals of protecting the environment and the public health as articulated in the Waste Management Act and the Regional Sponsor and Co-Sponsoring Counties Solid Waste Plans; and

WHEREAS; the counties will comply with the terms of this Agreement and all applicable Federal, State and local rules, regulations, ordinances and permit conditions and provide environmentally sound and safe management options for Program Wastes and encourage, to the extent feasible, reduction, reuse, recycling and safe storage and management of Program Wastes; and

WHEREAS; the parties wish to allocate the risks and responsibilities resulting from operation of the HHW program, and to incorporate the provisions of Minn. Stat. § 115A.96, Subd. 7, into this Agreement, and

WHEREAS; the State has created a PaintCare Architectural Paint Product Stewardship program which provides for reimbursement for certain Authorized activities, and

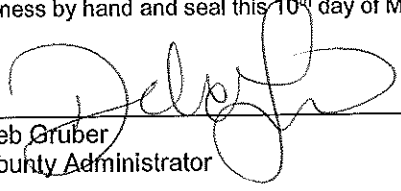
WHEREAS; the parties desire to amend their original Agreement dated January 3, 2013 and replace it with this Amendment #1 which, among other changes, incorporates the PaintCare requirements and changes to reporting methods.

NOW THEREFORE, BE IT RESOLVED; that in consideration of the mutual covenants contained herein, the Co-Sponsoring and the Regional Sponsoring Organizations enter into the Operation of a Household Hazardous Waste Program agreement.

**2016 Agreement between Morrison County and Crow Wing County for the Operation
of a Household Hazardous Waste (HHW) Program**

STATE OF MINNESOTA }
COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 10th day of May, 2016, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.
Witness by hand and seal this 10th day of May, 2016.



Deb Gruber
County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Winscher	X				
Jelinski				✓	
Johnson	✓				
Maurer					✓
Wilson	✓				

**AN AGREEMENT BETWEEN
CROW WING COUNTY (Sponsoring Organization)
and MORRISON COUNTY (Co- Sponsoring Organization)
FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE PROGRAM**

THIS Agreement is entered into by and between the County of Crow Wing (hereinafter the "Regional Sponsor" or "the County") and the County of Morrison ("Co-Sponsoring Organization").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Co-Sponsoring and the Regional Sponsoring Organizations enter into the following agreement:

Recitals

WHEREAS, This Agreement is made under the State's authority of Minn. Stat. § 115A.46, 115A.96, 116.03 and 471.59 and under a county's authority of Minn. Stat. § 375.21, 473.801 through 473.834 and 471.59 and Minn. Stat. Ch. 400.

WHEREAS, The Minnesota Pollution Control Agency is required by Minn. Stat. § 115A.96 to establish a statewide program to manage household hazardous wastes ("HHW"). Minn. Stat. § 115A.96, Subd. 3, provides that the statewide HHW program may be provided directly by the State or by contract with public or private entities.

WHEREAS, The Regional Sponsor wishes to partner with the Co-Sponsoring Organization to provide a HHW program that furthers the goals of protecting the environment and the public health as articulated in the Waste Management Act and the Regional Sponsor and Co-Sponsoring Counties Solid Waste Plans. The counties will comply with the terms of this Agreement and all applicable Federal, State and local rules, regulations, ordinances and permit conditions and provide environmentally sound and safe management options for Program Wastes and encourage, to the extent feasible, reduction, reuse, recycling and safe storage and management of Program Wastes.

WHEREAS, The parties wish to allocate the risks and responsibilities resulting from operation of the HHW program, and to incorporate the provisions of Minn. Stat. § 115A.96, Subd. 7, into this Agreement.

WHEREAS, the State has created a PaintCare Architectural Paint Product Stewardship program which provides for reimbursement for certain Authorized Activities.

WHEREAS, the parties desire to amend their original Agreement dated January 3, 2013 and replace it with this Amendment #1 which, among other changes, incorporates the PaintCare requirements and changes to reporting methods.

NOW, THEREFORE, The parties, for valuable consideration received, make the following Agreement:

1 Definitions

Terms as used in this Agreement shall have the following meanings:

- 1.1 Agency's Authorized Transporter.** A transporter authorized to provide transportation or waste management services pursuant to a State Contract for transportation or management of Program Wastes as referred to in Minn. Stat. § 115A.96, Subd. 7.
- 1.1 Authorized Facility or Authorized Facilities.** A facility or facilities authorized by the State to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste in accordance with State Contracts and this Agreement.

- 1.2 **Architectural Paint.** Interior and exterior coatings listed in the MPCA-approved PaintCare Architectural Paint Product Stewardship program plan.
- 1.3 **Base Funding.** Annual funding provided to the HHW programs by the State.
- 1.2. **Bulking.** The activity of opening individual cans of any product, including architectural paint, and consolidating them into 55-gallon drums.
- 1.3. **Collected/Collection.** The activity of accepting products from the public at a household hazardous waste Collection Site or Event, and then packing those products for transportation.
- 1.4. **Collection Site.** A permanent or temporary designated location with scheduled hours for collection where the public may bring household hazardous wastes, including architectural paint.
- 1.5. **Co-Sponsoring County.** A county or other governmental unit located partially or completely within the Service Area or Regional Program that has signed an agreement for participation in the Program. The Co-Sponsoring Counties for this Agreement includes Morrison County.
- 1.6. **Electronic Waste.** Devices containing complex circuitry, circuit boards and/or signal processing capabilities for processing and/or displaying information. Electronic waste may include, but is not limited to, computers and computer peripherals and laboratory, communications, audio, video and office equipment.
- 1.7. **Event Collection.** An Event Collection is a collection site temporarily designed and set up to safely and efficiently collect and package Program Wastes for reuse or for transportation to a permanent Management Facility or a permitted waste management facility.
- 1.8. **Hazardous Waste.** Waste as defined in Minn. Stat. § 116.06, Subd. 11.
- 1.9. **Household.** Household as defined in Minn. Stat. § 115A.96, Subd. 1 (a).
- 1.10. **Household Hazardous Waste (HHW).** Waste as defined in Minn. Stat. § 115A.96, Subd. 1(b).
- 1.11. **ID Number.** The site-specific identification number that the State obtains for the Program in accordance with Clause 7.2 of this Agreement.
- 1.12. **Management Facility.** One or more permanent, temporary, mobile, satellite, or event collection sites located in the Service Area that accept Program Wastes for proper collection, management and storage. A Management Facility may be publicly or privately owned and/or operated.
- 1.13. **Optional Program Wastes.** Wastes listed in Clause 7.3 of this Agreement.
- 1.14. **Processing.** The bulking, treatment or recycling, and/or disposal of Program Products.
- 1.15. **Product Stewardship.** A product-centered approach to environmental protection that calls on those in the product life cycle - manufacturers, retailers, users, and disposers - to share responsibility for reducing the environmental impacts of products.
- 1.16. **Program.** The Program operated by a county and the State, pursuant to this Agreement, which shall include the following major elements: (1) an HHW education and waste reduction program; and (2) a Management Facility or Facilities.

- 1.17. **Program Products.** The products collected under the MPCA-approved PaintCare Architectural Paint Product Stewardship program plan.
- 1.18. **Program Wastes.** HHW and Optional Program Wastes listed in Clause 7.3 of this Agreement.
- 1.19. **Reciprocal Use Agreements.** Agreements entered into by a county allowing use of a Management Facility for Program Waste generated outside the Service Area.
- 1.20. **Regional Program.** Crow Wing County provides service to Morrison County acting jointly to manage a Program.
- 1.21. **Regional Sponsor (SO).** Crow Wing County, the Regional Program, has a contract with the State to operate a Program.
- 1.22. **Reuse.** The activity of providing or donating collected architectural paint to the public for its original purpose.
- 1.23. **Service Area.** The area included within the boundaries of the Regional Program.
- 1.24. **State Contracts.** Contracts entered into by the State and that are made available for the management of Program Wastes. These include: H-69(5) Hazardous Waste Management; H-79(5) Fluorescent Lamp, Lamp Ballast and Mercury Containing Materials and Residuals Transportation and Management; H-90(5) Used Electronic and Electronic Component Recycling and Management; and H-94(5) Used Oil, Filter, Absorbent and Antifreeze Management.
- 1.25. **State Contractor Services.** Waste management services performed for Program activities and made available by the State through its contracts with waste management firms. Waste management services include supplying materials, receiving and sorting Program Wastes, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.
- 1.26. **State Hazardous Waste Rules.** The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001.
- 1.27. **State's Authorized Transporter.** Has the same meaning as the Agency's Authorized Transporter.
- 1.28. **Universal Waste.** Universal Waste has the meaning given at Code of Federal Regulations, title 40, section 273.9. Minnesota adopted the Federal Universal Waste Regulations in accordance with MN Rules Chapter 7045.1400.
- 1.29. **VSQG or Very Small Quantity Generator.** A Hazardous Waste generator who is classified as a VSQG in accordance with Minn. Rules pt. 7045.0206, and who has not lost VSQG status due to quantity of generation or over-accumulation.
- 1.30. **VSQG Wastes.** Hazardous Wastes generated by a VSQG.

2 Term of Agreement

- 2.1 **Effective date:** January 1, 2013, or the date the State obtains all required signatures under Minn. Stat. § Section 16C.05, Subd. 2, whichever is later.

2.2 Expiration date: December 31, 2017, unless earlier terminated by law or in accordance with Clause 23 or 24 of this Agreement. It is the intent of the parties that termination or expiration of this Agreement shall not relieve the parties of the obligations assumed under this Agreement that occur after termination or expiration, including without limitation, the obligations to properly close the Management Facility or Facilities, to pay costs incurred during the term of this Agreement and to defend, indemnify and hold harmless pursuant to Clause 20 of this Agreement.

3 Payment, Reporting and Funding

3.1 Payment. The total obligation of the State under this Agreement will not exceed \$600,000 annually (between 14 Regional Programs), unless the MPCA determines to distribute uncommitted appropriations remaining after settlement of MPCA expenses at the end of a biennium.

3.2 Funding Terms. The terms outlined in this section describe the method used to determine the amount paid to the County for the purpose of funding HHW activities in the Region as a whole. The County may allocate the funding provided by the MPCA among the Co-Sponsoring Counties in any manner agreeable to the Co-Sponsoring Counties and the Regional Program, without regard to the formula used in this Agreement to calculate total regional funding.

Subject to the eligibility conditions in this Agreement and the amount appropriated to the MPCA for operations, the MPCA agrees to provide a Regional Program Operation and Waste Management Stipend (Stipend) each state fiscal year to the County to reimburse a portion of the Regional Program's expenses. The MPCA may periodically adjust the amount payable to the County, based on the total funds available to the MPCA. No payments will be made for expenses that are not included in this Agreement. There is no minimum payment guaranteed by this Agreement. Payment amounts are not guaranteed.

The Base Funding Amount for each state fiscal year will be determined and communicated to the County on or before August 31 of each fiscal year. The Base Funding Amount may vary for each state fiscal year based on the amount the MPCA dedicates to the Regional Programs to provide a HHW Program in accordance with MN Stat. § 115A.96.

The MPCA will utilize the completed and certified Reports submitted by the County's Authorized Representative as described in Clause 3.4 below to make payments of the Regional Program Operation and Waste Management Stipend and the Supplemental Stipend as described in Clause 3.3.

The MPCA may allocate uncommitted appropriations remaining after settlement of MPCA expenses to Supplemental Stipends within 60 days of the end of the biennium, on or before August 31. The MPCA will pay the Supplemental Stipend Amount in full to the County by August 31 after the end of each biennium.

If MPCA budgetary reductions occur after payments have been made that result in excessive payments, the County agrees to return the excess amount to the MPCA within 60 days of the date of MPCA's written notice to the County of the budget reduction and the excess amount to be returned.

3.3 Funding Formula.

The MPCA will determine the Stipend Amount by allocating the Base Funding Amount as follows:

$$\begin{aligned} &\text{Regional Program Operation and Waste Management Stipend Amount per} \\ &\text{Year} = ((\text{Base Funding Amount} \times \frac{1}{2}) / 80) \times 3 \\ &+ \\ &(\text{Base Funding Amount} \times \frac{1}{2}) \times \\ &[(\text{Total Qualified Participating Households delivering waste to this Regional} \\ &\text{Program} / \text{Total Qualified Participating Households delivering waste to all} \\ &\text{Regional Programs})] \end{aligned}$$

The MPCA will determine the Supplemental Stipend Amount by allocating the Supplemental Funding Amount as follows:

$$\begin{aligned} &\text{Supplemental Regional Program Operation and Waste Management Stipend Amount per year} = \\ &((\text{Supplemental Funding Amount} \times \frac{1}{2}) / 80) \times 3 \\ &+ \\ &[(\text{Supplemental Funding Amount} \times \frac{1}{2}) \times \\ &(\text{Total Qualified Participating Households delivering waste to this Regional Program} / \text{Total Qualified} \\ &\text{Participating Households delivering waste to all Regional Programs})] \end{aligned}$$

If a Co-Sponsoring County changes or ends Regional Program affiliation during a state fiscal year, stipends and payments for HHW management will be prorated between the Regional Programs that the Co-Sponsoring County was affiliated with during the fiscal year. Stipends will be prorated based on the percentage of the fiscal year that a Co-Sponsoring County was affiliated with a Regional Program and on the participants served within each Regional Program. A different method for reallocating stipends made by the MPCA may be used with the mutual consent of the MPCA and the affected Regional Programs.

3.4 Annual Reporting. The MPCA will provide electronic copies of the Participation, Program Cost and Waste Management Report forms (Report) in **Attachment A** to the Sponsoring County. The Sponsoring County will forward the Report to all the Co-Sponsoring Counties listed in Definition 1.3 of this Agreement and instruct them on how to complete the Report. The Sponsoring County will collect Reports from all Co-Sponsoring Counties and verify that the Reports are complete and that the participation totals are accurate. The County will complete the Participation Certification (Form) and submit the Form to the State's Authorized Representative on or before April 1st of each year. The remaining Reports the Sponsoring County will load the information from these Reports into ReTRAC on or before April 1st of each year.

Participation will be determined by the State's Authorized Representative and will be based on the Form and Reports submitted in accordance with Clause 3.4 of this Agreement. Qualified Participating Households are as follows:

- Only participants delivering residential Household Hazardous Waste generated within Minnesota to a Regional Program or Co-Sponsoring County will be counted as households.
- One participant will be credited for the waste from one household. If more than one household is included in a delivery to a facility or collection, the actual number of households may be counted, provided proper documentation is kept.
- Each of the multiple deliveries from the same participant within a calendar year may be counted.

- Participants that deliver only one or more of the following wastes will not be counted: batteries, elemental mercury containing devices, antifreeze, circuit boards, PCB ballasts, CRTs and other electronic devices, fluorescent lamps, used motor oil and filters, mercury thermometers from dedicated thermometer exchange events, compressed gas cylinders, pharmaceuticals, sharps, ammunition and / or fireworks.
- Participants that only come to remove items from product exchange shelves will not be counted.
- Waste that is abandoned at a facility or collection may be counted as one participant if properly documented. No more than 5% of total participation may be accounted for in this manner.
- Participants from HHW collection efforts related to natural disasters will be evaluated by the State for qualification on a case-by-case basis.
- Business Waste will not be counted.

The Form and Reports submitted as of April 1 will be considered final. If the County does not submit Reports to the MPCA on or before April 1, the County will not be eligible for the Stipend Amounts for that fiscal year. If the County does not submit Reports from one or more Co-Sponsoring Counties, the amount of the Stipend received by the County will be reduced based on the formulas in Clause 3.3 of this Agreement. The State's Authorized Representative will review and confirm the participation numbers received from each Regional Sponsor and pay the Stipend Amount to the County by June 30 of each state fiscal year.

The State shall compile and prepare reports including the information received from the County which will be available to the public in accordance with Clause 16 of this Agreement. The State shall provide the County's Authorized Representative with a copy of any reports it prepares for the legislature or other entities that includes data submitted by the County. The State shall compile and prepare reports summarizing information received on the statewide Program, subject to the limitations of the State's database, available staff time and the quality of report data received from Programs.

3.5 Reimbursement of Product Stewardship Activities (PaintCare).

- County Reporting and Invoicing.** To receive payment for Product Stewardship Activities, the Co-Sponsoring County shall provide the Sponsoring County a Quarterly Report and Invoice for the appropriate coverage period, Product Stewardship Authorized Activities, and the amount of payment being requested in accordance with) in **Attachment B**. Each invoice shall contain appropriate documentation justifying the payment request. The documentation may include shipping documents that show what was completed for the appropriate Product Stewardship Activity, summarized waste reports, and itemized expenses that are eligible for reimbursement.
- Schedule.** The reporting and invoice information for Authorized Activities shall be submitted to the Sponsoring County at least 15 days prior to the date designated by the State.
- Sponsoring County to Submit to MPCA.** The Sponsoring County will incorporate the information submitted by the Co-Sponsoring County into an invoice for the Regional Program. The MPCA will reimburse the Sponsoring County, on behalf of the Region, for approved Product Stewardship Authorized Activities listed in Attachment B in accordance with the associated rate. The Sponsoring County shall distribute payments it receives from the State for completion of Authorized Activities by the Co-Sponsor County.

- d. **MPCA Process for Reimbursement.** Within 30 days of receipt of the required information from the Sponsoring County, the MPCA will prepare a summary invoice representing the cost of all counties seeking payment for the management of Authorized Activities. The MPCA shall deliver the summary invoice with all information submitted by the counties to the product stewardship representative for review. All invoice discrepancies or questions for specific county invoices shall be resolved between the product stewardship representative and the appropriate county or the Sponsoring County. The Product Stewardship entity shall forward, within 60 days of the MPCA summary invoice date, payment for work performed and all documentation of the final-approved payments. The MPCA shall distribute this payment to the Sponsoring County per the final-approved payment. The Sponsoring County is responsible for distributing payments to Co-Sponsoring Counties within the Regional Program.

4 Reciprocal Use Agreements

A county may enter into Reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of the Management Facilities. A county may enter into a Reciprocal Use Agreement with a county or governmental entity either within or outside of the State of Minnesota provided the following information is maintained by the county and included in the annual reports provided to the State: county or entity name and number of participants using the facility.

5 Education and Waste Reduction Program

A county shall operate an education and waste reduction program in coordination with the State and in accordance with Minn. Stat. § 115A.96, Subd. 6 (a). The purpose of the program is to assist and inform the public concerning the proper management, identification and reduction of Program Wastes. The State shall make education and waste reduction materials available to a county.

6 Program Operations and Training

- 6.1 **Training.** The State and the County will jointly develop a training program that may be accessed by a county.
- 6.2 **Standard Operating Procedures.** The State shall work with the County to develop and make available generic standard operating procedures. A county shall develop Program specific standard operating procedures based on the generic standards available on the MPCA's website. The Program specific standards shall not be less restrictive than the generic standards.

7 Waste Acceptance and Management

- 7.1 A county shall provide for the operation of Management Facilities in accordance with this Agreement and all applicable rules, regulations, standards, and permit requirements. If a Management Facility is privately owned or operated, a county shall require the private owner or operator to meet the conditions and requirements set forth in this Agreement.
- 7.2 A county shall collect, store or otherwise manage HHW and may collect, store or otherwise manage Optional Program Wastes listed in Clause 7:3 below upon obtaining all applicable governmental approvals. A county may manage any waste listed below and commingle said wastes with HHW and manage said wastes under the ID Number acquired by the State. The State shall complete the "Notification of Regulated Waste Activity" form and acquire the ID Number solely in the name of the State for each Management Facility that requires an ID Number. The ID Number shall be used for transportation and disposal of all Program Wastes collected at a Management Facility. A county may also choose to obtain or retain its own ID Numbers for its Management Facilities, if the wastes are managed in accordance with this Agreement and all

applicable rules, regulations, permits and policies.

7.3 Program Wastes which may be accepted and commingled with HHW and which may be shipped under the State's ID number include:

(a) HHW generated outside the service area and which is accepted in accordance with Minn. Rules pt. 7045.0310, subp 6;

(b) Hazardous wastes generated by a VSQG;

(c) Abandoned wastes that a county agrees to manage;

(d) Federal Universal Waste, defined in the Code of Federal Regulations, title 40, section 273.9, and in MN Rules 7045.1400 including: fluorescent or high-intensity discharge lamps, mercury-containing devices, pesticides, and batteries; and any additional waste streams added to the Federal Universal Waste list that are adopted by the State during the term of this Agreement;

(e) Electronic Waste; and

(f) Latex wastes, used oil and used oil filters, antifreeze and any other wastes managed under the State Contracts listed in 1.19.

7.4 At the expiration of this Agreement, or at the time of cancellation of this Agreement by either party, a county and its contractor shall cease to use the ID Number acquired by the State. If Hazardous Waste will no longer be manifested from the Management Facility, the State will cancel the ID number. If a county plans to continue to manifest Hazardous Waste from a Management Facility a county shall, within 7 days of cancellation or non-renewal, submit a "Subsequent Notification" form to the entity authorized to assign ID Numbers. A county shall provide, to the State's Authorized Representative, documentation confirming that the number has been reassigned within 30 days of expiration or cancellation of this Agreement.

7.5 Nothing in this Agreement is intended to preclude the collection, management or storage of waste which is not Program Wastes at the Management Facility, provided that a county neither commingles the waste with Program Wastes nor uses the State's ID number when shipping said waste.

8 Manifesting

A county shall provide written documentation to the State demonstrating that its staff and its contractor's staff have been certified by their employer to sign manifests in accordance with DOT regulations 49 CFR 172.704. A county shall also provide documentation to the State demonstrating that its staff and its contractor's staff have been trained and certified to sign manifests in accordance with applicable Hazardous Waste regulations. Documentation shall be in the form of a letter from the employer to the State's Authorized Representative that confirms that staff are certified and trained and shall be signed by a county's Authorized Representative. Documentation shall be maintained in accordance with Clause 21 of this Agreement. County and contractor staff shall not sign manifests prior to submitting documentation to the State. Waste shipped on a manifest signed by county or contractor staff for which documentation has not been submitted prior to signature shall not be covered by the indemnification provided in Clause 20.2 of this Agreement.

A county shall submit signed manifest copies to regulatory agencies in accordance with applicable manifesting regulations and shall retain copies of manifests as specified in Clause 21 of this Agreement. A county shall notify the State's Authorized Representative if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules Parts 7045.0351 through 7045.0397. If a Management Facility is privately operated, a county shall include a provision in its contract with the private operator that requires the operator to notify the State's Authorized Representative if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules Parts 7045.0351 through 7045.0397.

9 Approval to Store Waste More than 90 Days or Receive Waste from another Management Facility

In accordance with Minn. Rules pt. 7045.0310, subp. 6, a county may request in writing, approval to store Program Wastes for more than 90 days or to accept Program Wastes from other Management Facilities. A county shall not store Program Wastes for more than 90 days and/or accept Program Wastes from other Management Facilities until written approval has been received.

10 Alternative Management of Program Wastes

In accordance with Minn. Rules pt. 7045.0310, subp. 7, a county may request in writing State approval to treat Program Wastes on-site or manage Program Wastes at a facility not regulated pursuant to Minn. Rules pts. 7045.0208, subp. 1, or 7045.0310 (alternative management facility). A county shall not treat Program Wastes on-site or deliver Program Wastes to an alternative management facility until written approval is received from the State.

Treatment and alternative facility management methods which do not require approval of the State are: reuse, bulking of paints (including paint in aerosol containers), solvents, fuels, adhesives, used or waste oil and antifreeze; management of any waste that does not exhibit the characteristics of or is not listed as a hazardous waste under rules; and any specific management method previously approved in writing by the State for the Program.

11 State Contractor Services

11.1 The State, through its State Contracts, shall provide for the management, transportation and disposal of Program Wastes from the time that the Program Wastes come into the possession of a State's Authorized Transporter. The State shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession of the State's Authorized Transporter, and any time thereafter, to avoid liability to the County and any Co-Sponsoring Counties. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements, and this Agreement.

11.2 The State shall make available to a county, State Contractor Services and shall require the State's Authorized Transporter to meet the conditions and requirements set forth in the State of Minnesota Contracts and this Agreement. Except as may be provided in other agreements between the parties, a county shall pay for the cost of State Contractor Services in accordance with the terms of the Contracts with the State's Authorized Transporter. The State shall consult with the counties in the procurement of State Contractor Services and in the development of the terms and conditions of the State Contracts.

11.3 The State agrees to include a clause in any waste management contract developed for use by the Program indemnifying and holding the State, County and any Co-Sponsoring County harmless from all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from the acts of the contractor, its agents, employees or

sub-contractors or obligations assumed by the contractor in said contract.

11.4 The State shall investigate and resolve matters related to the failure of the State's Authorized Transporters to perform services in accordance with the terms of the State Contracts listed in 1.19. The State shall notify a county when it receives notice of a release to the environment by a State's Authorized Transporter.

11.5 The provisions of Clause 20.2 of this Agreement shall apply to Program Wastes collected pursuant to this Agreement that are transported by the State's Authorized Transporter. Use of the State's Authorized Transporter shall constitute use of the Agency's Authorized Transporter within the meaning of Minn. Stat. § 115A.96, Subd. 7. Additionally, a county shall be deemed to be using the State's Authorized Transporter if a county contracts directly with the State's Authorized Transporter and wholly incorporates the terms of a State Contract for State Contractor Services.

11.6 County is encouraged, but not required, to use State Contractor Services for the operation of a Management Facility. If a county chooses to use a transporter other than the State's Authorized Transporter for the management of Program Wastes, the provisions of Clause 20.2 of this Agreement shall not apply to such Program Wastes.

11.7 The State's Authorized Representative shall provide information to a county regarding the location of the State Contracts so that a county can readily access State Contracts for transportation and disposal.

12 Required Equipment and Inspections

A county shall arrange for the provision, inspection, maintenance and record keeping for all the safety equipment, personal protective equipment and other equipment necessary for Program operations.

13 Closure

A county is responsible for proper closure of a Management Facility in accordance with all applicable rules and regulations and Clause 7.4 of this Agreement. If approval to accept and store waste has been received pursuant to Clause 9 of this Agreement, a county shall arrange for the proper closure of the Management Facility in accordance with the terms of said approval.

14 Product Stewardship

The State shall inform a county of projects and opportunities related to product stewardship. The State will support county participation by reviewing initiatives and assisting in the resolution of issues that arise with implementation of product stewardship initiatives. The State may, at its sole discretion, provide supplies and public information materials to assist with implementation of product stewardship based efforts.

15 Authorized Representatives

The State's Authorized Representative is **Jennifer Volkman**, HHW Program Coordinator, MPCA, 520 Lafayette Road, St. Paul, MN 55155; 651-757-2801; jennifer.volkman@state.mn.us, or her successor.

The Sponsoring County's Authorized Representative is **Douglas R. Morris**, Crow Wing County Solid Waste Coordinator; Crow Wing County Land Services Department, Solid Waste Management, 15728 State Highway 210, Brainerd, MN, 56401; 218-824-1290; doug.morris@crowwing.us; or his successor.

The Co-Sponsoring County's Authorized Representative is **Chuck Parins**, Environmental/Administrative Supervisor, Morrison County Public Works, 213 1st Avenue SE, Little Falls, MN, 56345; 320-641-2862; chuckp@co.morrison.mn.us; or his successor.

16 Government Data Practices

A county and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State or a county under this Joint Powers Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by a county under the Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Clause by either a county or the State. If a county receives request to release the data referred to in this Clause, a county must immediately notify the State.

17 Compliance with Laws

All acts performed by the parties under this Agreement shall be performed in accordance with all applicable federal, state and local laws.

18 Dispute Resolution

In the event of a dispute between the parties arising out of this Agreement, either due to alleged non-compliance with the terms, or a disagreement regarding the terms, the parties agree to engage in good faith negotiation to resolve the dispute before resorting to legal process. Negotiation may include mediation or arbitration through third parties if both parties agree. Nothing communicated during the course of negotiation, mediation or arbitration may be used against either party in legal process if the dispute is not resolved.

19 Assignment, Amendments, Waiver, and Contract Complete

- 19.1 Assignment.** A county may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 19.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 19.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.
- 19.4 No Waiver.** Nothing in this Agreement is intended to waive or limit the provisions of the Tort Claims Acts, Minn. Stat. § 3.736, or Minn. Stat. Ch. 466, or any other law, legislative or judicial, which limits governmental liability.
- 19.5 Contract Complete.** This Agreement contains all negotiations and agreements between the Crow Wing County and Morrison County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

20 Liability and Indemnification

It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Agreement be governed according to the following provisions:

- 20.1 Liability to third persons.** The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Agreement is intended to create a cause of action with respect to any third person, except for rights granted to Co-Sponsoring Counties as third party beneficiaries of this Section.
- 20.2 State Indemnification.** A county and the State acknowledge and agree that the County and any Co-Sponsoring Counties are indemnified by the State as provided for in Minn. Stat. § 115A.96, Subd. 7. In the event that Minn. Stat. § 115A.96, Subd. 7, is inapplicable to a specific situation, then the State and a county agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of their respective Tort Claims Acts - Minn. Stat. § 3.736 for the State and Minn. Stat. Ch. 466 for the county.

21 State Audits

Under Minn. Stat. § 16C.05, Subd. 5, the County and all Co-sponsoring Counties shall have available for inspection for a minimum of six years following the expiration or cancellation of this Agreement, complete and accurate records of the work funded by state funds disbursed under this Agreement, including, but not limited to: collection participant surveys, operational logs showing each qualifying delivery of waste, check-off sheets or electronically scanned participant data; personnel time sheets; paid invoices for public education services, paid invoices for waste management services; training costs; and data and quality control information. Upon receipt of a request from the MPCA's authorized representative, a county shall, in addition, retain the records for such longer period as requested during the time of any administrative, judicial or other proceeding for which the records may be needed. The retention period shall continue until the administrative, judicial, or other proceeding for which the records may be needed is finally completed or until the MPCA's authorized representative notifies a county in writing that the records need no longer be kept.

22 Governing Law and Venue

- 22.1** This Agreement and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.
- 22.2** Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

23 Termination

The State or commissioner of Administration may cancel this Agreement at any time, with or without cause, upon 180 days written notice to a county. A county may cancel this Agreement, with or without cause, by providing written notification to the State's Authorized Representative at least 180 days prior to the date of cancellation.

24 Termination for Insufficient Funding

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be by written or fax notice to a county. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, a county will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide a county notice of the lack of funding within a reasonable time of the State's receipt of that notice.

25 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, a county certifies that as of the date of services performed on behalf of the State, a county and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. A county is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with a county and made available to the State upon request.

26 Survival of Terms

The following Clauses survive the expiration or cancellation of this Agreement: 7.4 ID numbers; 16 Government Data Practices; 17 Compliance with Laws; 20 Liability and Indemnification; 21 State audits and 22 Governing Law and Venue.

2. Crow Wing County

The County certifies that the appropriate person(s) have executed the Agreement on behalf of the County as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Doug Houge

Signature: _____

Title: Chair, Crow Wing County Date: _____

Print name: Timothy J. Houle

Signature: _____

Crow Wing County

Title: Administrator Date: _____

Approved:

_____ day of _____, _____
Donald F. Ryan, Crow Wing County Attorney

Approved:

10th day of May, _____
Brian Middendorf, Morrison County Attorney

4. Morrison County

The County certifies that the appropriate person(s) have executed the Agreement on behalf of the County as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Randy Winscher

Signature: Randy Winscher

Title: Chair, Morrison County Date: 05/10/16

Print name: Debra A. Gamber

Signature: Debra A. Gamber

Morrison County

Title: Administrator Date: 5/10/16

- Attachment A: Annual Reporting Instructions and Forms
- Attachment A: Greater MN Annual Reports
- Attachment A: Greater MN Certification
- Attachment B: Quarterly Reporting and Invoice Instructions and Forms
- Attachment B: County-MPCA-PaintCare Reporting/Invoicing and Payment Schedule
- Attachment C: Dispute Resolution Procedure

ATTACHMENT A

ANNUAL REPORTING INSTRUCTIONS AND FORMS

RESPONSIBILITIES

MPCA RESPONSIBILITIES: The MPCA will utilize the completed and certified financial and participation reports submitted by the Sponsoring Organization's Authorized Representative to make timely payments of the Regional Program Operation and Waste Management Stipend and the Supplemental Stipend (Stipends).

SPONSORING ORGANIZATION'S RESPONSIBILITIES: The Sponsoring Organization will send forms and instructions to all counties listed in Part 1.5 of the Agreement that have data to report. The Sponsoring Organization will collect reports from all counties in each region and verify that the reports are complete and correct. The Sponsoring Organization will complete the Participation Certification Form and submit the Participation Certification Form and all collected reports to the MPCA by April 15th of each year. If a county or counties within the Regional Program do not submit the required reporting information by the submittal date, the amount of the Stipends received by the Sponsoring Organization will be reduced based on the formulas listed in Part 3 of the Agreement.

REPORTING PERIOD

January 1 - December 31

REPORT SUBMITTAL DEADLINE

April 15, annually

REPORT REQUIREMENTS AND MANDATORY ANNUAL REPORTING VALUES

Reports shall be submitted on the forms included as part of this Attachment. At the request of the Sponsoring Organization and at the discretion of the State's Authorized Representative, other report formats that contain the mandatory annual reporting values may be approved. The Sponsoring Organization is required to submit the applicable Participation Report form(s), the Participation Certification Form, the Program Cost and Utilization Report and the Waste Management Report.

The mandatory annual reporting values are:

For each permanent facility:

- Monthly household participation, January-December.
- Total participating households.

For each event, temporary or mobile facility collection:

- Dates, hours and location of the collection
- Total participating households for each collection location.

For each participating county:

- Total operational cost and total capital cost for each county and Sponsoring Organization within the Regional Program. If a county did not collect any waste at a facility or event, these are the only two numbers that are required.
- Total waste accepted, treated, reused through product exchange and shipped for final management for: Latex paint, Oil paint, Bulk Flammables, Aerosols and Lab Packs. Indicate the unit of measurement used for each waste stream (gallons or pounds). The State also requests that each county report quantities for all of the waste streams listed on the Waste Management page of the Annual Report Forms.

For each region:

- Total participating households for all permanent facilities and event, temporary or mobile collections conducted in the Regional Program for the calendar year.

PROCEDURES FOR DETERMINING AND DOCUMENTING TOTAL HOUSEHOLD PARTICIPATION IN A REGIONAL PROGRAM

Definitions

For a permanent facility:

“Total participating households” means the total number of households that deliver household hazardous waste to a permanent facility in a calendar year.

For event, temporary or mobile facility collections:

“Total participating households” means the total number of households that deliver household hazardous waste to each event, temporary or mobile facility collection.

Qualified Participating Households

- Only participants delivering residential Household Hazardous Waste generated within Minnesota to qualified HHW Programs will be counted as households.
- One participant will be credited for the waste from one household. If more than one household is included in a delivery to a facility or collection, the actual number of households may be counted, provided proper documentation is kept.
- Each of the multiple deliveries from the same participant within a calendar year may be counted.
- Business Waste will not be counted.
- Participants that deliver only one or more of the following wastes will not be counted: batteries, elemental mercury containing devices, antifreeze, circuit boards, PCB ballasts, CRTs and other electronic devices, fluorescent lamps, used motor oil and filters, mercury thermometers from dedicated thermometer exchange events, compressed gas cylinders, pharmaceuticals, sharps, ammunition and/or fireworks.
- Participants that only come to remove items from product exchange shelves will not be counted.
- Waste that is abandoned at a facility or collection may be counted as one participant if properly documented. No more than 5% of total participation may be accounted for in this manner.
- Participants from HHW collection efforts related to natural disasters will be evaluated by the State for qualification on a case-by-case basis.

Minimum Required Documentation

Required documentation includes:

- surveys filled out by participants;
- an operational log showing each qualifying delivery of waste and the number of households included in each delivery to a facility or collection;
- electronically scanned participation data; or
- other documentation authorized in writing by the State’s Authorized Representative.

All records must be completed when the waste is delivered to the facility or event.

For audit purposes, all logs, surveys and other documentation of participation must be retained for at least six years beyond the end of the MPCA-Sponsoring Organization Agreement to which this Attachment is attached, in accordance with Part 23 of the Agreement. The Sponsoring Organization shall insure that each county in the Regional Program maintains the required documentation.

HHW Cost and Revenue Report

MINIMUM INFORMATION REQUIRED:

Enter numbers for each subtotal (Waste Management, Education, Program Management and Salaries). On page 2 enter the Total Program Capital cost and Total Revenue as well as the staffing and usage questions. Additional detail is appreciated but not required.

WASTE MANAGEMENT	Cost	
Supplies		
Utilities		
Hazardous Waste Mgmt.		
Solid Waste Mgmt.		
Travel		
Problem Materials Management		
Subtotal: Waste Mangement		
		\$0.00

EDUCATION	Cost	
Supplies		
Advertising		
Copying/Printing		
Travel		
Communications (postage/phone)		
Subtotal: Education		
		\$0.00

PROGRAM MANAGEMENT	Cost	
Supplies		
Legal or Professional Services		
Training		
Travel		
Pass-through to co-sponsors or service fees from sponsors		
PaintCare Pass-through to co-sponsors		
Medical Monitoring		
Insurance		
Memberships/Conferences		
Subtotal: Program Management		
		\$0.00

COUNTY STAFF SALARIES	Cost	
Waste Management		
Program Management/Admin.		
Education		
Subtotal: Salaries		
		\$0.00

TOTAL PROGRAM OPERATIONAL COSTS	\$0.00
--	---------------

CY: 20__ County/Program name: Morrison/Crow Wing Program

HHW Cost and Revenue Report

CAPITAL EXPENDITURES

Cost

Facility Construction	
Facility Improvements	
Mobile Facility	
Vehicles	
Equipment	
Depreciation	
Maintenance/Repair	
TOTAL PROGRAM CAPITAL COSTS	
	\$0.00

TOTAL PROGRAM COST	
	\$0.00

REVENUE

Cost

Product sales	
Grants	
General Revenue	
Solid Waste Assessment	
SCORE/Solid Waste Tax	
Tip fees	
Service fees received from co-sponsors	
Stipend received from Regional sponsor or MPCA	
Solid Waste Service Fee	
Business/VSQG Program Fees	
Special Waste fees	
Dept. of Ag reimbursement	
PaintCare reimbursement	
Electronics Reimbursement	
TOTAL PROGRAM REVENUE	
	\$0.00

PROGRAM STAFFING

FTES or

Hours

Education		
Waste Management		
Program Management		

PROGRAM USAGE

Households Participating	
% of Households	
Disposal Cost per Household	
Reuse Savings	

WASTE MANAGEMENT

Note: If something is not listed under "Other Household Items" and is lab packed, it goes under "all other" in lab packs. We are asking for less detail than in previous reports.

	Actual	Estimate	Gallons	Items	Pounds	Waste Stream	Total Collected	Shipped for Disposal/ Recycling	Treated on Site	Reused / Product Exchange
BULK ITEMS										
Qualifying Waste Streams						Latex Paint (PC)				
						Latex Paint (non-PC)				
						Oil Base Paint (PC)				
						Oil Base Paint (non-PC)				
						Flammable Liquids				
						Aerosols				
LAB PACK ITEMS										
Qualifying Waste Streams						Flammable Products				
						Pesticides				
						Mercury				
						All Other				
						Lab Pack Total lbs				
OTHER HOUSEHOLD ITEMS										
Non-Qualifying Waste Streams						rechargeable batts				
						button batteries				
						Anti Freeze				
						lead acid batteries				
						all other batteries				
						fluorescent lamps*				
						comp. gas cylinders >10 lbs				
						comp. gas cylinders ≤10 lbs				
						used oil				
						oil and fuel filters				
					mercury containing devices (other than HH thermometers)					
					sharps					

* report only if you don't use a state contractor for lamp management

ATTACHMENT B

QUARTERLY REPORTING AND INVOICE INSTRUCTIONS AND FORMS FOR PAINTCARE

RESPONSIBILITIES

MPCA RESPONSIBILITIES: The MPCA will utilize the completed quarterly report and invoices submitted by the Sponsoring County's Authorized Representative to make timely payments of the Regional PaintCare reimbursement.

SPONSORING COUNTY'S RESPONSIBILITIES: The Sponsoring County will send forms and instructions to the Co-Sponsor County listed in Part 1.5 of the Agreement that have data to report. The Sponsoring Organization will collect reports from all counties in each region and verify that the reports are complete and correct. The Sponsoring Organization will consolidate all the individual reports into a overall Regional Report to the MPCA by the dates listed on the Reporting and Invoicing and Payment Schedule 15th of each year. If a county or counties within the Regional Program do not submit the required reporting information by the submittal date, the amount of the Stipends received by the Sponsoring Organization will be reduced based on the formulas listed in Part 3 of the Agreement.

REPORTING PERIOD

As outlined in the County-MPCA-PaintCare Reporting Invoicing and Payment Schedule

REPORT SUBMITTAL DEADLINE

As outlined in the County-MPCA-PaintCare Reporting Invoicing and Payment Schedule

REPORT REQUIREMENTS

Reports shall be submitted on the forms included as part of this Attachment. At the request of the Sponsoring County and at the discretion of the State's Authorized Representative, other report formats that contain the mandatory reporting values may be approved. The Sponsoring County is required to submit the applicable Report form(s).

Reporting PaintCare Activities to MPCA Version 1/19/16

As of July 1, all HHW programs must be separating Program Products from non-program products, tracking reuse of Program Products separately from non-Programs Products, tracking the percent (by volume) of paint in HHW shipments, and documenting all paint-related supplies.

Reporting is due within 30 days of the end of each month for metro counties and within 30 days after each quarter for greater Minnesota.

Please also click on the little red triangle comments where you see them, for more guidance on completing the forms.

On-Site Activities	Description	Documentation examples
Paint reuse (pounds or containers)	Enter either total pounds OR total containers actually taken from the reuse shelves. For total containers, only count quarts, gallons and larger. Paint from multiple cans that is bulked into full 5 gallon pails for reuse (this does not include programs that put partial 5 gallon pails out for reuse or 5 gallon pails received directly from participants).	Weight tracking; container count; log; something to demonstrate what was taken from shelves
Bulking (# of drums)	Enter the total number of drums bulked.	bulking log; shipping paper/contractor invoice showing drums shipped
Waste-to-Energy (WTE) and ADC	If you incinerate latex paint at a WTE in MN or use latex paint as alternative daily cover, please enter the total gallons, put 0 in if you don't do these activities.	none
5 Gallon pails	Enter the number of full 5 gallon pails the Program bulked together from smaller containers to be put out for reuse; 5 gal buckets brought in by a participant that you put out for reuse, but didn't work to bulk should be accounted for in the pounds or containers box.	
Internal Transport and Events	Description	
Internal Transport (# of roundtrip miles)	Transport from events or other HHW facilities by HHW program staff back to their HHW facility. Indicate whether the transport was for an event or between facilities. This does not apply to shipments by the State HW Contractor from an event, that is covered under mobilization.	vehicle log book; event advertising/schedule; ADDRESS used to determine mileage; mileage from google maps or other map program
Shipped Offsite with State Contractor	Description	
Number of cubic yards, pounds or drums of latex paint	Enter the date shipped, UOM, quantity shipped and price per UOM.	invoices
Number of cubic yards, pounds or drums of oil-based paint	Enter the date shipped, UOM, quantity shipped and price per UOM.	invoices
Supplies	Description	
Supplies (cubic yd. boxes, covers, liners, pallets, drums, pails)	Reimbursed at 100%. Use the tab with built in State Contract costs if you purchase supplies from the State Contractor and use the other tab if you purchase supplies from another vendor. Don't include 5 gallon pails used to combine smaller containers of paint for reuse, the cost of the container is included for that item.	invoices

Report Form for Counties On-Site Activities and Total Invoice Amount				
HHW Program Name:				
Reporting Period:				
Reuse Latex				
	Total Pounds	Total Containers	Total 5 gallon pails	Total gallons
Report				0
				Total eligible for Reimbursement
Invoice	\$ -	\$ -	\$ -	\$ -
Reuse Oil Based				
	Total Pounds	Total Containers	Total 5 gallon pails	Total gallons
Report				0
				Total eligible for reimbursement
Invoice	\$ -	\$ -	\$ -	\$ -
Alternative Daily Cover and Waste To Energy				
Alternative Daily Cover		Waste To Energy		
Report Only	Total Gallons Latex	Report Only	Total Gallons Latex	
Paint Bulked in 55 gallon drums				
Report	Total drums latex		Total drums oil based	0
	Reimbursable amount \$		Reimbursable amount \$	
HHW Program Internal Transportation				
Report		Invoice		
Total Miles	0	Total Transport Cost	\$	
Supplies				
			Invoice	
			Total supply cost	\$
Off-Site Shipments of PC Products				
			Invoice	
			Processing	\$ -
			Mobilization	\$ -
				Invoice Total
Region or County total				\$ -
Additional County totals within your region				
Regional Grand Total				\$ -

County-MPCA-PaintCare Reporting Invoicing and Payment Schedule

Ongoing (for the term of the Agreement – ends May 31, 2017)

- Counties provide reporting to MPCA and PaintCare; and invoicing to the MPCA
- MPCA provides reporting and invoicing received from Counties to PaintCare within 30 days of the County due date.
- PaintCare provides payment to MPCA within 60 days of receipt of the invoice from MPCA.
- The MPCA provides payments to Counties within 30 days of receiving payments from PaintCare.
- Greater MN Counties make payments to Co-sponsor counties

Party	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Metro Counties	Jan 31: 1) Send report to MPCA & PC 2) Send invoice with documentation for July-Dec to MPCA	Feb 28: Send report to MPCA & PC	Mar 31: Send report to MPCA & PC	Apr 30: Send report to MPCA & PC	May 31: Send report to MPCA & PC	June 30: Send report to MPCA & PC	July 31: 1) Send report to MPCA & PC 2) Send invoice with documentation for Jan-June to MPCA	Aug 31: Send report to MPCA & PC	Sep 30: Send report to MPCA & PC	Oct 31: Send report to MPCA & PC	Nov 30: Send report to MPCA & PC	Dec 31: Send report to MPCA & PC
Greater MN Counties	Jan 31: 1) Send report (Oct-Dec) to MPCA & PC 2) Send invoice with documentation for July-Dec to MPCA			Apr 30: Send report (Jan-Mar) to MPCA & PC		June 30: Pay Co-Sponsor Counties for July-Dec	July 31: 1) Send report (Apr-Jun) to MPCA & PC 2) Send invoice with documentation for Jan-June to MPCA			Oct 31: Send report (Jul-Sep) to MPCA & PC		Dec 31: Pay Co-Sponsor Counties for Jan-June
MPCA		Feb 28: Send invoice with documentation for July-Dec to PC			May 31: Pay Counties for July-Dec			AUG 31: Send invoice with documentation for Jan-June to PC			Nov 30: Pay Counties for Jan-June	
PC				Apr 30: Pay MPCA for July-Dec						Oct 30: Pay MPCA for Jan-June		

Attachment C DISPUTE RESOLUTION PROCEDURES

Terms

1. Negotiation: Two or more people meet voluntarily to discuss an issue.
2. Mediation: A negotiation process involving a third party neutral who facilitates the discussion. The facilitator has no decision-making authority.
3. Arbitration: A more formal process involving a neutral third party. The arbitrator has decision-making authority and the parties are commonly represented by attorneys.

Proposed Procedures

In the event of a dispute arising under the Contract, the parties agree to attempt to resolve their dispute by following the process described below.

1. A party shall provide written notice to the State or County describing the perceived conflict, positions and underlying reasons.
2. The State or County shall provide a written response to the notice within 7 days of receipt of notice.
3. The parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution.
4. At the first meeting, the neutral facilitator will assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation or arbitration.
5. In developing the process, the parties will be guided by the following principles:
 - a. The parties will attempt in good faith to reach a negotiated settlement.
 - b. The parties agree that there must be fair representation of the parties directly involved in the dispute.
 - c. The parties will use legal proceedings as a last resort.
 - d. In the event the parties are unable to resolve the dispute, each party retains all rights, remedies or defenses it had prior to entering the process.
6. The parties will report to the State and County within 60 days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings

MORRISON COUNTY
RESOLUTION # 2016-041
AWARD OF CONTRACT

WHEREAS: On Thursday, May 5, 2016, at 10:00 A.M., the following contractors:

- Gladen Construction, Inc.
- Midwest Contracting, LLC
- Landwehr Construction, Inc.
- Marvin Tretter, Inc..

Submitted sealed bids for the furnishing of all labor, tools, materials and equipment necessary for the construction of the work provided for under plans and specifications for that improvement on the following project:

STATE AID PROJECT NO. 049-599-067, 049-623-015
 COUNTY PROJECT NO. 049-255-015, 93RD ST

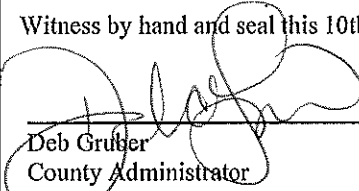
WHEREAS: The bid of Marvin Tretter, Inc. in the amount of \$ 655,452.25 appeared to be the lowest responsible bid received.

NOW THEN BE IT RESOLVED: That we, the Board of Commissioners of Morrison County have reviewed said bids and hereby award the contract work to the lowest responsible bidder Marvin Tretter, Inc..

STATE OF MINNESOTA }
 COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 10th day of May, 2016, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness by hand and seal this 10th day of May, 2016.



 Deb Gruber
 County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	X				
Johnson					X
Winscher	X				
Wilson	X				
Maurer				X	

Permanent Local and Regional Facility Participation

Instructions: For each facility, enter monthly participant totals OR the annual total in the "Totals" column													
PERMANENT FACILITY NAME	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Totals
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
Grand Total All Permanent Facility Participation in Region												0	

Event totals must be entered on the "Event Log" only