



Memorandum

To: Mayor Nelson and Members of the City Council

From: Wanda Brown, Recycling/Special Projects

Date: November 6, 2020

Subject: Contract with Xcel Energy for Collection of Fluorescent Lamps

Xcel Energy has agreed to work with the City of Spring Lake Park on its fluorescent bulb collection. The Recycling Division and Xcel Energy agreed that the City would arrange the collection of the bulbs. Staffing for the event will be the responsibility of the City. Xcel Energy will reimburse the City 100% of the costs of the collection and the costs of recycling which shall include the costs of transportation, hauling, supplies, administrative expenses and labor costs directly associated with lamp recycling for Xcel residential and small business customers who can prove they have an Xcel account.

Please find attached to this memo a copy of the contract. I am seeking the Council's permission to enter into said contract with Xcel Energy. The Contract term runs from January 1, 2021 - December 31, 2023.

Thank you

Attachment

Agreement for Collections of Lamps

Issued To

City of Spring Lake Park

Lamp Recycling

Effective as of January 1, 2021

**AGREEMENT FOR COLLECTIONS
OF FLUORESCENT AND HIGH INTENSITY DISCHARGE LAMPS
BETWEEN
SLIPSTREAM GROUP, INC.
AND CITY OF SPRING LAKE PARK**

THIS AGREEMENT (“Agreement”) is between Slipstream Group, Inc. (“Slipstream”) and City of Spring Lake Park (the “Recycler”), a CITY of the State of Minnesota.

WHEREAS, Slipstream has contracted with Xcel Energy Services Inc. (“Xcel Energy”) to administer a lamp recycling program; and

WHEREAS, the Minnesota Legislature has enacted Minn. Stat. § 115A.932, which prohibits the disposal of fluorescent and high intensity discharge (HID) lamps in solid waste, and Minn. Stat. § 216B.241, subd. 5(b), requires Xcel Energy, as a public utility that provides electric service to 200,000 or more customers, to establish, either directly or by contracting with another, a system to collect and recycle lamps from its residential customers and its small business customers that generate an average of fewer than ten spent lamps per year; and

WHEREAS, the Recycler has established and currently operates a program for the collection and management of household hazardous waste (HHW program), including the collection of fluorescent and HID lamps from Xcel Energy’s residential household customers located in the Recycler’s area; and

WHEREAS, Recycler’s area consists of City of Spring Lake Park; and

WHEREAS, Slipstream and the Recycler desire to enter into an Agreement whereby Slipstream will pay costs incurred by the Recycler for the collection and recycling of fluorescent and HID lamps (lamps) from Xcel Energy’s residential customers as part of Xcel Energy’s system to meet its statutory obligations.

NOW, THEREFORE, in consideration of the terms and conditions stated in the Agreement, Slipstream and the Recycler agree as follows:

1. Lamp collection and recycling. On behalf of Slipstream and Xcel Energy and as part of the Recycler’s HHW program, the Recycler shall collect and recycle lamps in the Recycler’s area. Collection and recycling services will be provided at no cost to Xcel Energy residential customers generating an average of fewer than ten spent lamps per year. The Recycler shall offer lamp collection services to such Xcel Energy customers at Recycler’s household hazardous waste collection site(s), and may arrange with local units of government to provide additional sites for collecting lamps. The Recycler shall be responsible for:
 - a. Providing to Slipstream on a monthly basis throughout the program year a description and schedule of lamp collection events in the Recycler’s area for the program year and updated schedule information throughout the year;
 - b. Operating and maintaining HHW collection sites;
 - c. Arranging collection, storage, transportation, and recycling of lamps; and

- d. Completion and prompt submittal to Slipstream on at least a quarterly basis of a CFL Recycling Report, an example of which is attached hereto as Exhibit A.

2. Reimbursement Request for Lamp Collection Activities. At the same time that the Recycler submits its CFL Recycling Report, the Recycler shall also provide on at least a quarterly basis and in a form acceptable to Slipstream (Exhibit B – Lamp Recycling Reporting Invoice) the following documentation regarding the Recycler's lamp collection and recycling activities:

- a. A description of the number and types of lamps collected;
- b. Costs of administration, labor, supplies, storage, transportation, and recycling of lamps from residential households;
- c. Proof that collected lamps were recycled;
- d. The percentage of the Recycler's lamp collection and reimbursement costs that Slipstream will pay is 100%.
- e. The total amount to be reimbursed to the Recycler.

This documentation shall be provided to the Slipstream designated representative on at least a quarterly basis, or as available.

Slipstream shall pay to the Recycler the costs incurred by the Recycler for the collection and recycling of lamps from residents at the percentage defined in 2d.

Slipstream shall pay to the Recycler the costs incurred by the Recycler for the collecting and recycling of the following type of lamps: fluorescent tubes, circular, u-bend, compact fluorescents and high intensity discharge. Ballasts that are not attached to the bulb will not be reimbursed.

- f. The Recycler shall be responsible for its own expenses, including but not limited to operation and maintenance of collection site(s), and promotional expenses above and beyond Slipstream's planned and coordinated promotions.
- g. This Agreement is expressly contingent upon Minnesota Department of Commerce's (DOC) approval of Xcel Energy's request to implement the Program in Xcel Energy's Minnesota service area as a Conservation Improvement Program (CIP). If such approval is not given initially, or is subsequently withdrawn, or recovery of program costs through electrical rates is disallowed by the Minnesota Public Utilities Commission (MPUC), this Agreement shall be null and void upon notification to the Recycler. Slipstream shall make no further payments to the Recycler, except that Slipstream shall make such payments for which services have been rendered through the date of the notification.

Prior year invoices shall be submitted on or before April 1, following each year of this Agreement. Invoices received after this date will not be eligible for reimbursement.

3. Reimbursement Payments by Slipstream. Slipstream shall reimburse the Recycler for costs associated with the collection and recycling of lamps as follows:

- a. Within thirty (30) days following receipt of complete, timely and accurate documentation listed in Section 2 of this Agreement, Slipstream shall reimburse the Recycler the percentage of the costs incurred by the Recycler for the collection and recycling of lamps as calculated by Section 2 of this Agreement. For lamps from residential customers, this shall include reimbursement for costs including administration, labor, supplies, storage, transportation, and recycling of lamps and costs associated with the Recycler coordination with local units of government for establishment of additional lamp collection events in the Recycler's area.
- b. Slipstream shall not reimburse the Recycler for promotional expense above and beyond Slipstream's planned and coordinated promotions.
- c. To be considered for reimbursement, all prior year invoices must be submitted on or before April 1, following each year of this Agreement. Invoices received after this date will not be eligible for reimbursement.

4. Auditing. Within sixty (60) days of receipt of documentation listed in Section 2, Slipstream shall have the right to audit said documentation and request additional information. Further, the Recycler shall maintain adequate supporting records for verification of actual costs paid by the Recycler. The records shall be in a form that is consistent with generally accepted accounting principles, consistently applied. During the term of this Agreement and six (6) years following final payment hereunder, the Recycler shall preserve such records and allow access to them, by Slipstream auditors, during normal business hours. The Slipstream and Xcel Energy records and documents that are relevant to this Agreement or transaction shall be subject to examination by Slipstream, the legislative auditor or the State auditor, during the term of this Agreement and for a period of at least six years following termination or cancellation of this Agreement, pursuant to the requirements of Minn. Stat. Section 16C.05 Subd. 5, as it may be amended.

5. Reserved

6. Recycler's Obligation Defined by Agreement. Slipstream and the Recycler acknowledge and agree that the Recycler's obligations to collect and recycle lamps are solely defined by this Agreement and any applicable law.

Recycler will conduct all lamp collection activities under the Agreement in an economically, socially and environmentally responsible manner. Recycler further agrees to ensure that its employees, agents and representatives perform the lamp collection activities in accordance with Xcel Energy's Code of Conduct, as in effect from time-to-time, which is available upon request.

7. Term. The term of this Agreement is from January 1, 2021, until December 31, 2023, regardless of the date of signatures. At the option of Slipstream and the Recycler, this Agreement may be renewed on an annual or biannual basis concurrent with Xcel Energy's statutory obligation to establish a system to collect and recycle lamps from residential and small business customers or otherwise.

8. Termination. Notwithstanding the terms of this Agreement, Slipstream may, at its option, terminate the Agreement in whole or in part at any time by written notice thereof to Recycler, whether or not Recycler is

in default. Recycler may terminate this Agreement, in whole or in part, upon sixty (60) days prior notification to Slipstream.

9. Notice. All information shall be sent by United States mail, postage prepaid, to the following representatives of Slipstream and Recycler, or may be submitted by email:

To Slipstream

Becky Jones
Slipstream
431 Charmany Drive
Madison, WI 53719

To the Recycler:

Wanda Brown
City of Spring Lake Park
1301 81st Ave NE
Spring Lake Park, MN 55432

10. Indemnification. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of the Recycler shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

11. Compliance with Laws. The parties agree to abide by all applicable Federal, State or local laws, statutes, ordinances, rules and regulations now in effect of hereafter adopted pertaining to this Agreement or the facilities, programs and staff for which each party is responsible. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in courts located within the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ACCEPTED:

ACCEPTED:

RECYCLER

Slipstream

City of Spring Lake Park

By: _____

By _____

Name: _____

Name: Frank Greb

Title: _____

Title: COO

Date: _____

Date: _____

2021 Xcel Energy Minnesota County CFL Recycling Report

Date of submitted report:

County Name:

% of total reimbursed by Xcel Energy:

0%

(insert % approved to be paid by Xcel Energy per 2015 contract)

Time Period	Invoice #	under 4ft	over 4ft	CFLS	Circular	U - bent/tube	HID	Other	Broken (lbs)	Total Bulbs	Admin	L
										-	\$ -	
										-		
										-		
Totals		-	-	-	-	-	-	-	-	-	\$ -	

Disposal Company :

Description of recycling offering(s):

Please ensure that all receipts, invoices and certificates of recycling are attached to this report along with an actual INVOICE from your county

Any questions please contact Becky Jones at Slipstream

608-729-6815

beckyj@weccusa.org

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City of Spring Lake Park Lamp Recycling Invoice

Invoice date:
 Invoice #:
 Recycle Time Date/Period:

To: Slipstream
 Attn: Becky Jones
 431 Charmany Drive
 Madison WI 53719

DISPOSAL COSTS:	Quantity	Price each	Total Cost
4 ft or less Fluorescent Lamps			\$
Over 4 ft Fluorescent Lamps			
CFLs			
Circular			
U-Bent Fluorescent Lamps			
HID			
Other			
Broken			
Total Disposal Costs			\$
OTHER COSTS:			
Administration			
Labor			
Storage			
Supplies			
Total Expenses			\$
Amount due (%)			\$

Remit Payment to: City of Spring Lake Park
 Attn: Wanda Brown
 1301 81st Ave NE
 Spring Lake Park, MN 55432