

2026 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January 2026, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF ST. FRANCIS, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557, the Select Committee on Recycling and the Environment (hereinafter "SCORE funds") during 2026 which must be used to encourage and improve recycling and a portion must be specifically directed to recycling source-separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441, Local Recycling Development Grants (hereinafter "LRDG funds") during 2026; and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,639,033.00; and

WHEREAS, the current County Solid Waste Management Plan (SWMP) and the Minnesota Pollution Control Agency (hereinafter "MPCA") Metropolitan Solid Waste Management Policy Plan 2016-2036 state that MSW generated in the County that is not reused, recycled, or composted, will be processed to the extent that processing capacity is available; and

WHEREAS, the current SWMP was developed with the participation of a representative from the Municipality staff, and the Municipality is required to develop and implement programs, practices, or methods designed to meet waste abatement goals by Minn. Stat. § 115A.551, Subd 2a. (b).; and

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by Anoka County by providing said SCORE, LRDG, and County budgeted program funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

1. **PURPOSE AND CONTRACT DOCUMENTS.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the current Anoka County Solid Waste Management Plan. The County and the Municipality agree that the information provided in the recitals above is to be incorporated into the purpose of this agreement.

The Anoka County Municipal Waste Abatement Grant Program (hereinafter "Grant Program") Contract Documents include: the **Anoka County Municipal Waste**

Abatement Grant Funding Application submitted by the Municipality for the current contract year, and this Agreement for Residential Recycling Program and attachments issued by Anoka County for the current contract year. These documents are incorporated into this agreement by reference and are components of the entire contract package. The order of precedence of these documents in the event of inconsistency or ambiguity shall be resolved in the following order: 1) this **Agreement for Residential Recycling Program**; and 2) **Anoka County Municipal Waste Abatement Grant Funding Application**.

2. **TERM.** The term of this Agreement is from January 1, 2026, through December 31, 2026, unless earlier terminated as provided herein.
3. **DEFINITIONS.** Defined terms contained in this Agreement and all the attachments are found in Minn. Stat. § 115A.03; 115A.471; and 115A.552. The use of capitalization for defined terms has no special effect. Additionally:
 - a. "Full-Service Recycling Drop-off Center" means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, furniture, source-separated compostable materials, electronics, etc.
 - b. "Multi-family dwellings" means households within apartment complexes, condominiums, townhomes, mobile homes, and senior housing complexes.
 - c. "Community Partner" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by a municipality or an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
4. **ELIGIBILITY FOR FUNDS.** Per Minn. Stat. § 115A.557, Subd. 1, funding eligibility is based primarily on population, with a minimum funding floor. For 2026, the County has determined that funding will be determined by the Grant Program funding application. The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum, which shall not exceed \$41,287.00. The Municipality shall be provided documentation of the funding award determination and rationale as indicated by the approved 2026 Grant Program Funding Application.

The County reserves the right to assess reimbursement reporting status for each municipality mid-year and recommend funding adjustments as determined by the County Program Specialist managing the Grant Program.

The County also reserves the right to withdraw reimbursement of approved expenses if the requirements noted in section 6. of this contract are not met.

The County also reserves the ability to assess the programs and reallocate unused SCORE and/or LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available.

5. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 911 tons of recyclable and source-separated compostable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling or composting.
- a. The Municipal recycling program shall include the following components:
 - i. Per Minn. Stat. § 115A.552, each household (including both single and Multi-family dwellings) in the Municipality shall have the Opportunity to Recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, and metal.
 - ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
 - iii. The Municipality shall implement a public information program that contains at least one of the following components:
 - (1) One promotional mailing to each household focused exclusively on the Municipality's recycling and source-separated compostable materials program;
 - (2) One promotional advertisement detailing recycling and source-separated compostable materials opportunities available for residents included in the Municipality's newsletter or local newspaper; or
 - (3) Two community outreach activities at Municipal or Community Partner events to inform residents about recycling and source-separated compostable materials opportunities.
 - iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle and compost source-separated compostable materials within the Municipality. The Municipality shall incorporate County/regional/State campaigns and images and use the toolkits provided by the County when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages. The Municipality shall provide promotional materials to the County for review prior to publication to ensure accuracy.
 - v. The Municipality shall offer a minimum of one spring or fall recycling drop-off event where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described below, the spring/fall recycling drop-off events may be included within that program.
 - b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.

- i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
- ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Community Partner events and festivals as required by Minn. Stat. § 115A.151. The feasibility of adding source-separated compostable material collection at the event will be explored, and if feasible, implemented as an enhancement to the waste abatement program.
- iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Community Partner facilities as required by Minn. Stat. § 115A.151 such as athletic fields and public centers.
- iv. Organize and manage a Full-Service Recycling Drop-off Center.
- v. Implement enhanced recycling promotion and assistance for Multi-family dwellings.
- vi. Develop additional opportunities for source-separated compostable materials collection.
- vii. Develop and implement additional opportunities to recycle bulky and problem materials (e.g., appliances, batteries, electronics, fluorescent lamps, mattresses, oil, scrap metal, etc.) from residents on an on-going basis either curbside or at a drop-off.
- c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
- d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
- e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151.
- f. If the Municipality requests reimbursement for park/public entity recycling/organics/trash waste systems/containers, the Municipality needs to work with the County before an order is placed to make sure the containers are consistent with the requirements set forth by the County for colors e.g. (blue for recycling, green for organics and gray or black for trash), openings and labels.

- g. Pursuant to Minn. Stat. §§ 115A.46, 115A.471 and 473.848, all waste generated by municipal government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for municipalities that arrange for waste services on behalf of their residents (organized collection)) shall be delivered to a waste processing plant for disposal as long as capacity is available. Failure to comply with this provision shall constitute a breach of this Agreement resulting in the loss of all Grant Funding unless, pursuant to statute, the Municipality has conferred with the County and developed a plan to comply within a reasonable period of time.
6. **REPORTING.** The Municipality shall submit the following forms via Re-TRAC: application, reimbursement, and tonnage report forms to the County on the schedule noted below:
- a. June 1, 2026 – Deadline for submitting via Re-TRAC the 2027 Anoka County Municipal Waste Abatement Grant Funding Application and all required attachments
 - b. July 15, 2026 – Deadline for submitting via Re-TRAC the 2026 January – June Anoka County Municipal Reimbursement Report Form and all required attachments
 - c. July 31, 2026 – Deadline for submitting via Re-TRAC the 2026 January – June Anoka County Municipal Tonnage Report Form and all required attachments
 - d. November 16, 2026 – Deadline for submitting via DocuSign the signed 2027 Agreement for Residential Recycling Program
 - e. January 8, 2027 – Deadline for submitting via Re-TRAC the 2026 July – December Anoka County Municipal Reimbursement Report Form and all required attachments
 - f. January 29, 2027 – Deadline for submitting via Re-TRAC the 2026 July – December Anoka County Municipal Tonnage Report Form and all required attachments
 - g. For the Anoka County **Municipal Waste Abatement Grant Funding Application, using set categories in Re-TRAC**, the:
 - Municipality is required to follow application instructions
 - Municipality must refer to list of eligible expenses when completing the application
 - Municipality is required to upload in Re-TRAC a complete and accurate 2026 Staffing Metric and Drop-off Calculator
 - Municipality is required to upload in Re-TRAC a complete and accurate .pdf file of up-to-date promotions listing collection opportunities at curbside, permanent drop-off centers or other special events
 - h. For the Anoka County **Municipal Reimbursement Report Form, using set categories in Re-TRAC**, the:
 - Municipality is required to follow reimbursement form instructions

- Municipality must refer to list of eligible expenses when completing the reimbursement form
 - If the Municipality is being audited, the Municipality must provide a full accounting of the expenses incurred that have been approved in the 2026 Municipal Waste Abatement Grant Funding Application
 - Municipality is required to upload in Re-TRAC a complete and accurate Reimbursement Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Reimbursement Report Form
 - Information regarding any revenue received from sources other than the County, for the Municipality's recycling and source-separated organics programs, i.e., revenue taken in from the sale of recyclables and fees collected from residents, shall be reported
 - Copies of all promotional materials that have been prepared by the Municipality during each reporting period shall be uploaded in the Re-TRAC Reimbursement Report Form
- i. For the **Municipal Tonnage Report Form**, using **set categories in Re-TRAC**, the:
- Municipality is required to follow tonnage report form instructions
 - Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement
 - When calculating all tonnage categories, weight slips from haulers and end markets are required. If weight slips cannot be obtained, written documentation of the quantity and type of material being reused, recycled, or composted must be provided
 - Using quantity and type of material, the Municipality shall use the conversion factors provided by the County to determine the tonnage
 - If County conversion factors do not apply to any given materials, a description of the methodology used for calculations must be provided to the County
 - If the Municipality is being audited, the Municipality must provide a full accounting of the amount of waste which has been reused, recycled, and composted due to the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers
 - Municipality is required to upload in Re-TRAC a complete and accurate Tonnage Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Tonnage Report Form
 - For waste abatement programs run by other persons or entities, the Municipality shall provide documentation of materials recycled by the Municipality's residents through these other programs
- j. The Municipality agrees to support County efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- k. The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

7. **REIMBURSEMENT PAYMENT PROCEDURE.** Approved grant reimbursement payments shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners. Payments will not be made until the set contract deadlines are met.
8. **PUBLICATIONS.** The Municipality shall acknowledge the financial assistance of Anoka County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds." The Municipality shall provide to the County copies of all promotional materials funded by this grant.

The County shall provide to the Municipalities printed public information pieces about County programs and topics developed by the Recycling Education Committee (REC). The Municipality shall not modify County provided publications and promotional materials.

Information about all County programs and drop-off sites that a Municipality plans to publish in a Municipal communication, printed, electronic, or on social media platforms shall be provided to the County for review and approved by the County prior to publication. This includes all information related to County waste prevention, reduction, recycling programs, County household hazardous waste operations and the County compost sites.

To ensure content accuracy and message consistency throughout the region, any technical information about waste prevention, reduction, recycling, composting and household hazardous waste should be provided to the County for review, before it is printed, to verify that it is correct information for Anoka County. Information copied from the Internet may not be accurate for the twin cities metro area.

9. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

10. **GENERAL PROVISIONS.**

- a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state, or local laws, ordinances, rules, regulations, or

standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the current Anoka County Solid Waste Management Master Plan and shall participate in the preparation of the successor Master Plans.

- b. If the Municipality utilizes the services of a subcontractor for purposes of meeting requirements herein, the Municipality shall be responsible for the performance of all such subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
- c. It is understood and agreed that the entire agreement is contained herein, and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
- d. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
- e. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
- f. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents, or representatives be considered employees, agents, or representatives of the County for any purpose.
- g. The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- h. Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the

Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.

- i. The County reserves the right to withdraw reimbursement of approved expenses if the Municipality does not comply with state law or the County's Solid Waste Ordinance.

- 11. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days' written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereunto set their hands.

CITY OF ST. FRANCIS

COUNTY OF ANOKA

By: _____
Mark Vogel
Mayor

By: _____
Cindy Cesare
Chief Human Services Officer

Date: _____

Date: _____

By: _____
Kate Thunstrom
City Administrator

By: _____
Jim Dickinson
County Administrator

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

By: _____

By: _____

Name: _____

Kurt Deile
Assistant County Attorney

Title: _____

Date: _____

Date: _____