

**HOUSEHOLD CHEMICAL WASTE PROGRAM
AGREEMENT BETWEEN
VAN BUREN CONSERVATION DISTRICT
In Conjunction with
The County of Van Buren
AND
VAN BUREN COUNTY MUNICIPALITIES**

PREAMBLE

This agreement is made between the Van Buren Conservation District, Resource Recovery Office, at 1035 E. Michigan Ave., Paw Paw, MI, in conjunction with the County of Van Buren, hereinafter referred to as the "Conservation District" and Van Buren County Township/Village/City Municipalities, hereinafter referred to as the "Municipality."

WHEREAS, the Municipality is in need of Household Chemical Waste Disposal services and is willing to provide funding for such services; and

WHEREAS, the Van Buren Conservation District coordinates the household chemical waste collection program;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made the parties hereto agree as follows:

PURPOSE

This agreement describes services the Conservation District will provide to the municipality in exchange for the municipality's financial support to the Household Chemical Waste Program. This agreement further describes additional responsibilities of the Conservation District and Municipality, besides funding, related to participation in the Household Chemical Waste (HCW) Program. It also describes the transfer of funds between the municipality and the Conservation District, how the funds will be utilized and the method to be used to provide an accounting of these funds.

RESPONSIBILITIES OF THE CONSERVATION DISTRICT

The Conservation District will:

1. Provide household chemical waste collection services to residents of the municipality on the condition that there are adequate funds on account with the Conservation District to pay for both disposal costs and the general program support.

2. Operate a HCW Collection Program year-around and at least one special collection per year at the Household Chemical Waste Collection Shed on Hazen St., Paw Paw and at least one additional special collection at another location throughout the County. Collections will be held in June and in September, unless otherwise noted. The rates for disposal costs will be set at least 1 month prior to the collection date.
3. Provide staffing for the HCW Collection Program.
4. Accept the following materials at a HCW collection.

Oil Based Paints	Garden & Lawn Chemicals	Pesticides
Batteries	Solvents & Paint Thinners	Acids/Bases
Household Cleaners	Aerosols	Reactives
Automotive Chemicals	Gasoline	Kerosene
Antifreeze	Mercury and Mercury Devices	Corrosives
Fluorescent bulbs	Electronics	

The Conservation District may modify this list at any time and/or alter fees or rates depending on the certified contractors that are hired to dispose/recycle this waste properly.

5. The following materials will not be accepted at the household chemical waste collection, unless otherwise noted by the Van Buren Conservation District:

Latex Paint	Used Motor Oil	Ammunition
Explosives	Asbestos	Radioactive Materials

Any other material as determined by the Conservation District and/or certified contractor hired for collection.

There may be a separate opportunities, that may or may not be in conjunction with the special HCW collections, to recycle some of the above listed materials, for example Latex Paint.

6. Require that a citizen fill out a survey sheet that provides name, address and identify correct municipality in which they reside. The Conservation District may at the time ask for proof of residency, such as a valid Michigan's Drivers License at any time of collection to prove residency. If such proof is not provided, the citizen will be refused service unless full payment is provided at that time.
7. Limit the amount of household chemical waste collected to what is agreed upon by the said municipality per household per collection before additional rates will apply. For example if the Municipality would like to pay for the first 25 lbs. of each resident that resides in that said municipality, the first 25 lbs. would be free to the resident (cost for this 25lbs would be billed to the municipality) and the resident would be responsible to pay for any additional lbs. dropped off.

8. Provide marketing using the local press and newsletters to promote proper disposal of household chemical waste. Funding and arranging for additional advertisement is encouraged and will be the responsibility of the party desiring such additional advertisements unless otherwise agreed to by both parties.
9. Provide on-going public education on household chemical waste and proper disposal methods for such waste. Education efforts will include distribution of flyers and pamphlets at community events, and public speaking presentations.
10. Maintain waste reduction WebPages and contact phone number to provide the public with information regarding proper disposal of household chemical waste, safer alternatives, and community resources.
11. Contract with a licensed transporter to transport and dispose of materials collected through the program at a facility licensed for such hazardous waste by the State of Michigan. It is understood that the District's agreement with its transporter and disposal contractor designates the contractor as the "generator" of such materials. Nothing in this agreement between the Conservation District and the Municipality to assist in the financing of the program is intended to place the Conservation District or the Municipality in the position of being an "owner", "transporter", "arranger", or "generator" for purposes of federal or state statutes concerning liability for hazardous waste.

RESPONSIBILITIES OF THE MUNICIPALITY:

1. If additional collections of household chemical waste are desired besides the regular Conservation District collections, such additional collections will be mutually agreed upon by both parties as to the date, hours of operation and eligibility of clients. These collections will be subject to funding from the municipality. The municipality will provide volunteers to staff these additional collections.
2. As a means to promote cost savings for the municipality and the program, the municipality will endeavor to promote waste reduction and encourage its citizens to help contain costs by combining similar materials, such as paints and varnishes.

AGREEMENT AMOUNT

The municipality under the terms of this agreement will provide funding each year to the Van Buren Conservation District for the household chemical waste collections. Each Municipality will agree to submit the Contract Signature Page with a specified maximum amount of funding available to be used to help support the residents in their said municipalities each year and/or per resident at the HCW collections. Ninety percent (90%) of the agreement amount will be designated for Collection & Disposal costs and ten percent (10%) for the Operating Expenses.

FUNDING AND REPORTING PROCEDURES:

1. Funding received from each municipality will be held on account and allocated to support the District's HCW Program in the following way:
 - 90% for Collection and Disposal of the municipality's citizens' household chemical waste at the HCW collections.
 - 10% of the total Agreement Amount, as indicated above, for Operating Expenses (to include advertisement, site staffing, equipment rental, etc.)

The 10% portion is non-refundable, regardless of actual participation at the collection facility, and shall be paid in full upon receipt of invoice.

2. Within 30 days after the collection billing is received from the collection contractor, the Conservation District will submit an invoice to the municipality based upon actual participation at the collection site by residents of the municipality. The municipality shall pay the invoice amount to the Van Buren Conservation District within thirty (30) days of the invoice.
3. Costs charged to the municipality for utilization of the HCW collection services will be based upon actual number of households and amount of waste from the municipality served. The following formula will be used to calculate the charge to the municipality: *Total pounds of waste collected x rate charged by collection contractor. The rate is subject to change at any time and the Conservation District will notify Municipalities about those changes at least one month prior to each collection event.*

For example, one hundred households, countywide, were served. Five (5) of the 100 households were from the municipality. The total pounds from the (5) households collected was 250. The municipality's cost for the 5 households using the collection is \$275.00 figured as follows: 250 (pounds recycled) X \$1.10 (rate charged by collection contractor) = \$275.00

4. The Conservation District will provide an annual report to each local unit of government providing funding to the HCW Program. The report will serve as the basis for accounting of funds provided to the District for the HCW Program. This report will provide an account of costs, including total costs for disposal, cost per unit of government and the number of citizens utilizing the program.

AGREEMENT MODIFICATION

The Conservation District may send a Letter of Understanding to the Municipality in order to add additional funding to the current contract amount.

INDEMNIFICATION

The municipality agrees to indemnify and hold harmless the Conservation District, its agents, employees, officers and representatives, from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any act, negligence or omission on the part of the municipality, its agents, employees, officers, or representatives, in performing this Agreement. The Conservation District agrees to indemnify and hold harmless the municipality, its agents, employees, officers and representatives, from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any act, negligence or omission on the part of the Conservation District, its agents, employees, officers, or representatives, in performing this Agreement, provided that nothing herein contained in the Agreement constitutes, nor shall be construed, as a waiver of any governmental immunity that has been provided to the Conservation District or its agents, employees, officers or representatives by common law, statute or court decision.

SEVERABILITY

If a court of competent jurisdiction declares any part, portion or provision of this Agreement invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Agreement, and no modification or revision to the Agreement shall have any force and effect unless it complies with the provisions of paragraph heading "Agreement Modification." The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

HEADINGS

The Headings or Titles of the sections and Paragraphs of this Agreement are provided for reference purposes only. If any discrepancy or disagreement exists between a Heading or Title and the text of the section or paragraph, the text shall control.

NOTICE

Any Notice/Communication required, or permitted, under this Agreement from one party to another, shall be deemed effective if the party sending the Notice/Communication uses

any of the following means of communication: hand delivery, first class mail, facsimile, or electronic transmission. The Municipalities agree that Notices and Communications should be sent to the following address:

AJ Brucks
Van Buren Conservation District
1035 E. Michigan Ave.
Paw Paw, MI 49079
269-657-4030x5
alison.brucks@mi.nacdnet.net

The Municipalities agree to provide updated contact information for their preferred way of communication on the Contract Signature Page submitted each year to the Conservation District and the Conservation District agrees to use that contact for Notices and Communication.

PERIOD OF AGREEMENT

This agreement is in full force each year after the Contract Signature Page is submitted to the Conservation District.

TERMINATION

Either party may terminate this agreement at will by giving sixty (60) days written notice to the other party.

SIGNATURES

The individual or officer signing the Agreement (Contract Signature Page) certified by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official, or agency. Signatures will be required on the Contract Signature Page along with preferred contact information, funding amounts, agreed dates and locations of the collections. Contract Signature Pages will be submitted every calendar year.