

Public Services Committee

Meeting Agenda

February 28, 2022 4:30 p.m.

City Council Chambers – Thurber Community Building

1. February 28, 2022/4:30 p.m. City Council Chambers -Thurber Community Building.
2. Garbage bag fee increase of \$.125 each, effective_____.
3. Consider First Response Vehicle

The Public Services Committee did not meet on January 24, 2022.

MEMORANDUM

TO: CHATFIELD PUBLIC SERVICES COMMITTEE
FROM: JOEL YOUNG, CITY CLERK
SUBJECT: GARBAGE FEE INCREASES
DATE: 01/25/2022
CC:

Action Requested: Develop a recommendation regarding an increase in the retail cost of garbage bags.

Background: Bill Hanson has notified the City that the cost of garbage bags will be increasing when the current supply of bags is depleted, which is expected to take place at the end of June or thereabouts. At that point, Mr. Hanson has requested that the retail price be increased by \$.15 per bag to cover the increase in cost for him to acquire the bags. It is his intention to purchase enough bags to last a year, so the cost should remain the same during that time.

Recently, a new rate schedule has been put in place at the transfer station, which is where the garbage gets dumped. According to the rate schedule, the tipping fee will increase by 4.0% in September of each year. That equates to 6.3 cents per bag, so we should be anticipating increases of that sort for the next four or five years. By the way, this will be the first bag fee increase since May, 2017.

These bag fee increases will be the first increases since May, 2017. The base fee has not increased since _____ either. Unfortunately, the cost of operations have increased over time and Hanson Waste Removal is requesting a 3.0% increase on an annual basis to accommodate increases to his cost of doing business. This increase would be \$.40 per month.

DISPOSAL AGREEMENT

THIS DISPOSAL AGREEMENT ("Agreement") is effective the 1 day of January, 2021 (the "Effective Date"), by and between Root River Recycling, with offices at 943 2nd Ave SW Stewartville, MN 55976 (the "Operator") and William Hanson Waste Removal.

RECITALS

WHEREAS, William Hanson Waste Removal is in the business of collecting residential, commercial solid waste materials and construction and demolition debris;

WHEREAS, the Operator owns and operates a municipal solid waste and construction and demolition debris Transfer Station for the lawful acceptance of residential and commercial solid waste materials along with construction and demolition debris (the "Transfer Station");

WHEREAS, William Hanson Waste Removal desires to disposal of solid waste materials from time to time at the Operator's Transfer Station;

WHEREAS, the Operator is willing to provide such services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings:

A. "Transfer Station" means the Root River Recycling transfer station located at 943 2nd Ave SW Stewartville, MN 55976.

C. "Services" means solid waste disposal and construction and demolition debris services provided by the Operator pursuant to this Agreement.

D. "Solid Waste" means residential, commercial solid waste materials and construction and demolition debris.

E. Words which have a well-known technical or trade meaning, unless otherwise specifically defined in this Agreement, shall be construed in accordance with such well-known meaning, recognized by waste disposal professions and trades.

2. **DISPOSAL SERVICES.** The Operator agrees, under the terms, conditions and rates set forth herein, to accept for Disposal at the Transfer Station the Solid Waste generated at the Transfer Station and delivered to the Transfer Station by or on behalf of William Hanson Waste Removal. The frequency of Solid Waste disposed will be on an "as needed" basis. During the Term of this Agreement, the Transfer Station shall be a non-exclusive disposal site for Solid Waste collected by William Hanson Waste Removal. William Hanson Waste Removal specifically does not guarantee a minimum volume of Solid Waste.

3. **TERM OF AGREEMENT.** The term of this Agreement shall begin on the "Effective Date" set forth above for all locations covered under this Agreement and shall expire on 8-31-2026 ("Term"). The Term of this Agreement may be extended by mutual written consent of the parties. Upon

termination or expiration of this Agreement, all rights and obligations of the parties hereunder shall terminate, except such as have previously accrued or as are specifically provided otherwise herein.

4. RATES AND CHARGES; INVOICING AND PAYMENTS

A. William Hanson Waste Removal shall compensate the Operator for the Services in accordance with the rates and charges and other terms and conditions set forth in Exhibit A. The Operator shall bear all costs incurred in performing the Services upon William Hanson Waste Removal delivery of Solid Waste, including but not limited to: (i) all costs required to operate and maintain the Transfer Station in a condition and manner consistent with good business practices and industry standards and as required by applicable laws, ordinances and regulations; (ii) all other operating costs for or relating to the Landfill, personnel (including but not limited to any taxes, labor, employee benefits, union or collective bargaining costs), insurance, permits, and licenses; and (iii) all taxes, expenses, fines and fees incurred in connection with the disposal of Solid Waste at the Landfill; (iv) all licenses and permits as required by government agencies.

B. The Operator shall invoice William Hanson Waste Removal for Services provided and William Hanson Waste Removal shall pay the amount set forth on such invoice within sixty (60) days of receipt of a correct invoice. If William Hanson Waste Removal fails to pay any invoice within such sixty (60) day period, the Operator shall notify William Hanson Waste Removal of such failure and William Hanson Waste Removal shall have three (3) business days to cure. The Operator may terminate this Agreement immediately, in its sole discretion, if William Hanson Waste Removal fails to cure.

C. Accompanying all invoices for Services rendered, the Operator shall provide William Hanson Waste Removal with copies of all completed and executed documents relating to all Solid Waste disposed of by the Operator pursuant to this Agreement for the period covered by the invoice. These documents may include manifests, trip tickets, shipping papers, etc. required by all applicable federal, state and local laws, rules, regulations, permits and licenses.

5. PERFORMANCE STANDARDS; COMPLIANCE WITH APPLICABLE LAWS. The Operator shall ensure that the Services are performed in compliance with all applicable federal, state or local laws, ordinances, rules, regulations and permits. William Hanson Waste Removal or its agents providing transportation services, shall fully and promptly comply with all work rules that are applicable at the Transfer Station and to William Hanson Waste Removal entry at the Transfer Station.

6. CUSTODY AND HANDLING OF SOLID WASTE. Title, risk of loss and all other incidents of ownership to the Solid Waste shall be transferred from William Hanson Waste Removal to the Operator at the time the Operator takes possession of the Solid Waste at the Transfer Station.

7. DAMAGES; REPAIRS; PENALTIES. William Hanson Waste Removal shall give prompt notice to the Operator of, and assume all liability for, any loss or damage to any property to the extent the loss or damage is caused by William Hanson Waste Removal's negligence or willful misconduct. Without limiting the foregoing, William Hanson Waste Removal shall promptly repair all damage occurring to any of the Operator's equipment, buildings, structures or property, including environmental damage, to the extent caused by William Hanson Waste Removal's negligence or misconduct while William Hanson Waste Removal is on the Operator's premises.

8. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

Rate Schedule**Exhibit A**

All rates include F&E surcharge. Current F&E surcharge is 6%.

Rate also subject to State of MN C&D generator tax unless hauler presents valid tax exempt for. (SWMT-10)

One ton minimum enforced at all locations.

1/1/21 – 8/31/22

Industrial Waste	\$ 74.28 per ton
Construction and Demolition Waste	\$ 43.00 per ton
MSW	\$ 78.70 per ton

9/1/22 – 8/31/23

Industrial Waste	\$ 77.25 per ton
Construction and Demolition Waste	\$ 44.72 per ton
MSW	\$ 81.85 per ton

9/1/23 – 8/31/24

Industrial Waste	\$ 80.34 per ton
Construction and Demolition Waste	\$ 46.51 per ton
MSW	\$ 85.12 per ton

9/1/24 – 8/31/25

Industrial Waste	\$ 83.55 per ton
Construction and Demolition Waste	\$ 48.37 per ton
MSW	\$ 88.53 per ton

9/1/25 – 8/31/26

Industrial Waste	\$ 86.90 per ton
Construction and Demolition Waste	\$ 50.30 per ton
MSW	\$ 92.07 per ton

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COMPANY: Root River Recycling

By: [Signature]

Name: Tory Keefe

Title: President

CUSTOMER: Wm Hanson Waste Removal

By: [Signature]

Name: WILLIAM D. HANSON

Title: owner

INTEROFFICE MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: ROCKY BURNETT
SUBJECT: FIRST RESPONSE VEHICLE
DATE: 2/2/2022

The Chatfield Ambulance noticed an unbelievable increase in calls in the year 2021. We have also noticed a steady increase in the number of times that both of our ambulance has been out at the same time. For these reasons I would like to explore the idea of adding a First Response Vehicle. With the Police Chief's vehicle up for replacement, I believe this would be a great option to try this idea. I believe the cost of this to between \$20,000 and \$25,000. This number would depend on the amount transferred from the ambulance department to the police department. Here are some of the reasons I believe we could benefit from this.

- We have seen an increase in training requests. We have had multiple departments who have requested CPR training. Many of the departments ask that we come to their facility. This requires us to constantly haul our equipment around. Having the Explorer will make this easier for us as we would not have to coordinate with the use of the city car.
- The vehicle will be available for the Ambulance Director to use when attending meetings, trainings or conducting Ambulance business during the day.
- This would allow EMT's to have a vehicle they could use to attend meetings and trainings without coordinating the use of the city car.
- This vehicle will be available as a quick response unit for major incidents, it would be equipped with an AED & First Response bag allowing us to bring care to 3 different locations if needed.
- This would allow for the police department to also use this vehicle as a fourth squad during events like Western Days.

. This vehicle is equipped with lights and a radio. My thought is to add a light bar to the top and have lettering done to signify that it is a first response vehicle for the Chatfield Ambulance. I Would like to purchase an additional portable AED that would be placed in this vehicle. All the other equipment needed we already stock. These upgrades are already included in the price I stated.

I would develop a use plan along with reporting paperwork to show how the vehicle is used and would provide those reports on a yearly basis to show how it is benefiting the ambulance department. Other communities are doing this and are seeing good results.

Thank you for the continued support. I look forward to the discussion on this topic.

Rocky Burnett
Ambulance Director
Training Coordinator

CHATFIELD VOLUNTEER AMBULANCE
Operating Policy and Procedure

TITLE: Vehicle Use Policy (2014 Ford Explorer)

PURPOSE: To define a standard operating guideline regarding the use of the Ambulance Dept. First Response Vehicle.

HISTORY: The current response vehicle was purchased in ##### The vehicle includes emergency lighting along with an 800mhz mobile radio. The Ambulance will store an AED and Medical Bag with oxygen in the vehicle. The vehicle was put into service in ##### This vehicle has multiple intended uses:

1. Response to serious incidents by a single EMT when appropriate to provide life saving care.
2. Hauling of equipment to and from sites where we are conducting training
3. Response to meetings and trainings that are official Ambulance Business
4. Shared use with other Dept.'s when deemed appropriate

ASSIGNMENT OF VEHICLE: The Ambulance Director and/or Assistant Director will handle assigning the vehicle . The Ambulance Director will be assigned the vehicle during a normal working week Monday-Friday. On the weekend and/or holidays the Director will determine the best location of the vehicle. If the vehicle is not assigned it will remain on City Property which will likely be at City Hall in the Emergency Crew parking only spot.

ELGIBILITY: In order to be assigned the vehicle a member must be in good standing with the service and hold a valid EMT Certification with at least 2 years of experience. The member shall have a good working knowledge of EMS Operations.

TRAINING: All members will receive proper training regarding the operation of this vehicle as well as its intended use, and emergency driving. The training will be conducted on an annual basis.

GENERAL GUIDELINES: When the vehicle has been assigned to a member of the Ambulance these are general rules that will be followed:

- a. The vehicle should remain locked when not in use and if all possible should be parked off-street at the assigned members residence.
- b. Keys for the vehicle should remain in a secure location and are the responsibility of the assigned member. Keys will not be duplicated. The loss of a key shall be promptly reported to the Ambulance Director.
- c. Fuel for the vehicle will be purchased using the City of Chatfield Fuel cards. The purchase code will be provided to the assigned member
- d. An assigned members family or other persons will not be allowed to ride in the vehicle unless prior approval is given by the Ambulance Director. Exceptions to this rule would be meetings, parades, or other Ambulance business that does not involve response to an Incident.

CHATFIELD VOLUNTEER AMBULANCE
Operating Policy and Procedure

- e. Only City of Chatfield Personnel (Fire, EMS & Police) will be allowed to ride in the vehicle when it is being used to respond to a scene.
- f. AED & First In Bag should be removed from the vehicle in the winter months to prevent damage.
- g. Seatbelt use required at all times by all occupants when operating the vehicle
- h. Follow all driving laws when operating the vehicle at normal (nonemergent status)

EMERGENCY DRIVING: If a member is using the vehicle to respond to an incident they will determine whether or not to use lights and siren by considering these factors:

- The type of call and whether a priority response will benefit patient care
- The location of the call and if First Responders or Law Enforcement will arrive before the response vehicle.
- Any safety hazards

If the lights and siren are being used to respond to the call members must follow all Emergency Driving rules and regulations and drive with "due regard". In ADDITION the vehicle speed will not be more than 10mph over the posted speed limit while operating with due regard.

Radio traffic can be conducted between the Response Vehicle and Ambulance using FC Fire Amb 1 or any other frequency given by Fillmore County Dispatch. The unit will identify itself as "Chatfield 4711". Radio Traffic between the unit and dispatch only needs to be done if the unit is first arriving on scene.

SCENE OPERATIONS: If the vehicle is being used to respond to the scene the operator will need to decide where the vehicle stays if accompanying the crew to hospital. This will normally be at the residence we respond to. Vehicle should be parked in a location that does not pose any hazard and it will be secured. Depending on incident location the operator may need to move the vehicle and meet the crew to accompany them to hospital.

-It would be acceptable to use the Explorer on an incident where access to a patient might not be possible with the Ambulance and the Explorer is on scene. In general, "Safety" should always be the first item to consider when using the vehicle for any purpose.

DATA TRACKING: Each time the vehicle is used to respond to an incident a brief form attached with this policy will be completed for data tracking purposes.

CHATFIELD VOLUNTEER AMBULANCE
Operating Policy and Procedure

CHATFIELD AMBULANCE
INCIDENT RESPONSE

UNIT: 4711(EXPLORER RESPONSE VEHICLE)

CREW MEMBER: _____

INCIDENT DATE:_____

INCIDENT TIME:_____

INCIDENT LOCATION: _____

DISPATCH REASON:_____

INCIDENT RUN NUMBER: _____

TYPE OF RESPONSE TO INCIDENT: **EMERGENT** **NONEMERGENT**

ESTIMATED AMOUNT OF TIME BETWEEN UNIT & AMBULANCE ARRIVAL: _____

BRIEF DESCRIPTION OF WHAT YOU DID BEFORE AMBULANCE ARRIVAL:
