



STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Shawn Griffith, Assistant Director of Operations
Hannah Branning, Water Quality/Regulatory Compliance Manager

Title: **Resolution Approving the Memorandum of Understanding between the Town of Castle Rock and Douglas County Regarding Douglas County Household Hazardous Waste Collection Program Local Partner Cooperation** *[Located in Douglas County]*

Executive Summary

Castle Rock Water (CRW) staff request Town Council approval of a Resolution (**Attachment A**) approving a Memorandum of Understanding (MOU) (**Exhibit 1**) between the Town of Castle Rock and Douglas County to participate in the Douglas County Household Hazardous Waste Collection Program with a sponsorship donation of \$44,000 for 2024. Protecting our watersheds is a key tactic in CRW's 2024-2028 Strategic Plan. Participating in the program also allows the Town of Castle Rock to meet annual reporting requirements for waste diversion in our Municipal Separate Storm Sewer (MS4) permit to the Colorado Department of Public Health and Environment.

Notification and Outreach Efforts

Notification and outreach efforts to customers and residents will occur by CRW and Douglas County.

History of Past Town Council, Boards & Commissions, or Other Discussions

The Castle Rock Water Commission will be informed of this item at their July 2024 meeting.

Discussion

Supporting the County's Household Hazardous Waste Collection program benefits water quality, environmental health, and reduces inputs of hazardous materials into the sanitary sewer infrastructure. CRW has historically participated in a similar program through the former

Tri-County Health Department by contributing financially through the Plum Creek Water Reclamation Authority (PCWRA), hosting hazardous waste collection events at our facility and donating staff time at events. In 2020, CRW and PCWRA donated a total of \$33,000 to the program. The one-day collection event has not been held at CRW since Covid. The approximate estimated cost of the one-day event in 2020 was \$61,000.

In 2022, Douglas County formed the Douglas County Health Department and began a curb-side household hazardous waste collection program that replaced the former tri-county program. Under the new program, residents may receive services in two ways:

1. Door-to-door collection – customers may sign up with Waste Management by scheduling a household hazardous waste year-round pick-up for \$30. The County pays the remaining cost for disposal at a cost of \$243.78.
2. Drop-off Appointment – customers may sign up for an appointment to drop off household hazardous waste for \$30. The County pays the remaining cost of disposal at a cost of \$243.78.

In 2023, a total of 178 collections were made by CRW customers, which amounts to 20% of the total Douglas County participation of 881. The total estimated cost of the Douglas County program is \$219,402 in 2024. The County anticipates that rates of utilization will increase as their communications team has been reaching out to local agencies for collection program messaging and advertising this program.

CRW proposes a \$44,000 contribution which is about a 33% increase over historic donations through PCWRA and provides for a higher level of service for our customers. This contribution accounts for the projected cost of the Town's 20% usage of the program, not including the customer's \$30 fee. Additionally, PCWRA will no longer contribute to the program moving forward.

Participating in the program ensures these harmful wastes do not end up being improperly disposed of down the sewer where they can cause upset at the water reclamation facility, contaminate streams and drinking water supplies and allows the Town of Castle Rock to meet annual reporting requirements for waste diversion in our Municipal Separate Storm Sewer (MS4) permit to the Colorado Department of Public Health and Environment.

Budget Impact

The budget impact of this MOU is an additional \$44,000 to the Stormwater and Wastewater Enterprises which has not been budgeted since Covid. Overall, this is not a large budget impact and contributes to an important regulatory function for the Stormwater Enterprise, compliance with CRW's MS4 permit.

Funding for this program will be provided through the following accounts. A budget transfer will be needed.

212-4400-444.50-70 Stormwater Dues and Subscriptions	\$22,000
213-4500-445.50-70 Wastewater Dues and Subscriptions	\$22,000
Total	\$44,000

Staff Recommendation

Staff recommends approval of a Resolution Approving the Memorandum of Understanding with Douglas County Regarding the Douglas County Household Hazardous Waste Collection Program Local Partner Cooperation in the amount of \$44,000.

Proposed Motion

“I move to approve the Resolution as introduced by title.”

Alternative Motions

“I move to approve the resolution as introduced by title, with the following conditions: (list conditions).”

“I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed).”

Attachments

- Attachment A: Resolution
- Exhibit 1: Memorandum of Understanding

RESOLUTION NO. 2024-078

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE DOUGLAS COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

WHEREAS, the Town of Castle Rock, Colorado (the “Town”) and the Board of County Commissioners of the County of Douglas, State of Colorado (the “County”) desire to cooperate regarding the Douglas County Household Hazardous Waste Collection Program (the “Program”); and

WHEREAS, the Town has participated in the Program in previous years by providing funding through the Plum Creek Water Reclamation Authority; and

WHEREAS, the Town finds it continues to be a public purpose to support and participate in the Program, as doing so benefits water quality and environmental health, reduces inputs of hazardous materials into the sanitary sewer infrastructure, and allows the Town to meet annual reporting requirements for waste diversion in the Town’s Municipal Separate Storm Sewer (MS4) permit to the Colorado Department of Public Health and Environment; and

WHEREAS, subject to Town Council’s approval, the Town and the County have agreed to the terms and conditions by which the Town will participate in and provide funding in the amount of \$38,000.00 for the Project (the “Memorandum of Understanding”); and

WHEREAS, Town Staff recommends Town Council approve the Memorandum of Understanding with the County.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. Approval. The Memorandum of Understanding between the Town and the County is hereby approved in substantially the same form as presented at tonight’s meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Memorandum of Understanding, the Town Council authorizes the expenditure and payment in an amount not to exceed \$38,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 16th day of July, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

**MEMORANDUM OF UNDERSTANDING REGARDING
DOUGLAS COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION
PROGRAM LOCAL PARTNER COOPERATION**

This Memorandum of Understanding (MOU) sets forth the understanding between the [Insert Local Agency with Address], hereinafter referred to as the “Local Partner”, and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, a political subdivision of the State of Colorado, hereinafter referred to as the “County”. The Local Partner and the County are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, since 2022 the County has managed a program where the citizens of Douglas County may safely dispose of their household hazardous waste which can be picked up from their homes by a contractor using the Douglas County Household Hazardous Waste Collection Program (the "Program"); and

WHEREAS, the Program has been very successful in reducing improper disposal of hazardous waste in the County; and

WHEREAS, the County desires to continue financial partnering that was formed to support the previous waste diversion events prior to the dissolution of Tri-County Health; and

WHEREAS, Local Partner desires to cooperate with the County in ensuring the long-term viability of continuing the Program by providing a financial contribution that will help ensure its continued availability to the Local Partner’s community; and

WHEREAS, MS4 Permittees that participate in the Program can take credit for sponsorship of a waste diversion program in each of their respective annual reports to the Colorado Department of Public Health and Environment; and

WHEREAS, the County may solicit the participation of other local agencies and jurisdictions but will at all times remain primarily responsible for managing and funding the Program.

A. THE PROGRAM. The Program is expected to operate as described in the attached Exhibit A. Douglas County will maintain its contract with the Contractor to dispose of the household hazardous waste as contemplated herein and will secure other contracts or purchases necessary for facilitating the Program. Changes to the Program will be at the discretion of the County but reasonable efforts will be made to consult with the Local Partner to keep them up to date and solicited their input as appropriate.

B. COUNTY RESPONSIBILITIES. The County will contract with a vendor using their standard procurement best practices to ensure the Program will continue to serve local residents, manage

the Program to ensure it continues to provide timely and appropriate disposal services, and coordinate as needed with other entities who wish to partner with them for the Program.

C. LOCAL PARTNER RESPONSIBILITIES. The Local Partner will provide funding in the amount of _____ dollars (\$ _____) for the initial calendar year of this MOU and intends to provide a similar amount each year thereafter that the Program is still providing services to its community. This MOU is not an enforceable or legally binding agreement for any future funding from the Local Partner and any future contributions are entirely at the sole discretion of the Local Partner. Local Partner intends to keep the County informed as part of its annual budgeting process of any future amounts that it may wish to contribute towards the Program. Funds provided are only for the Program unless expressly stated otherwise in writing by the Local Partner.

D. TERM AND TERMINATION

The term of this arrangement and associated responsibilities shall continue until it is terminated by either party or mutually by both parties or the Program is no longer run by the County. If terminated by unilateral choice of a party, the terminating party will use its best efforts to give the other party at least sixty (60) days' notice. Any funding provided prior to termination may not be recoverable, but the Parties will work together to refund any financing that is possible.

IN WITNESS THEREOF, the PARTIES have executed this Memorandum of Understanding on this _____ day of _____, 2024.

LOCAL PARTNER

By: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**

, Chair

ATTEST:

, Deputy Clerk

APPROVED AS TO FISCAL CONTENT:

, Director of Finance

APPROVED AS TO LEGAL FORM:

, County Attorney

EXHIBIT A

DOUGLAS COUNTY HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM

The work elements (WE) below are intended to meet the needs of the Parties to the MOU between Douglas County and Local Partner to facilitate the safe disposal by the public of their private, non-commercial hazardous waste.

WORK ELEMENTS

- WE.1 Douglas County will conduct program planning, review, and will make modifications as necessary to serve as many of the citizens of Douglas County as reasonably possible.
- WE.2 Douglas County will maintain an A-to-Z recycling guide on public facing webpages.
- WE.3 Douglas County will maintain operational control of the Program and will engage in program development, program evaluation/recommendations, and budget tracking
- WE.4 Douglas County confirming the price and plan for the Program, confirming and refining marketing strategies and target audiences, confirming data to be collected from participants, and developing paint waste strategies.
- WE.5 Douglas County will meet with the Contractor as needed to assure program scope, dates and operational expectations are clear.
- WE.6 Douglas County will prepare Annual Reports to summarize Program data, Contractor's tabulation of materials collected, donations, expenditures, etc.
- WE.7 Douglas County will manage the Contractor throughout the entirety of the Program, working with the contractor to identify cost effective waste management options, reviewing the Contractor invoices and paying the Contractor.
- WE.8 Douglas County will review and update the list services needed for the Program as needed.