

Town of Leeds
RESOLUTION 2015-07

A RESOLUTION OF THE TOWN COUNCIL OF LEEDS, UTAH, APPROVING A CURBSIDE RESIDENTIAL RECYCLING COLLECTION SERVICE AGREEMENT BETWEEN WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1 AND DIXIE WASTE SERVICES, AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CURBSIDE RECYCLING COLLECTION SERVICES BETWEEN WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1 AND THE TOWN OF LEEDS.

WHEREAS, Washington County Special Service District No. 1 ("District") was duly created by resolution of the Washington County Commission for the purpose of developing and implementing a system for the collection and disposal of solid waste generated within the boundaries of said District; and

WHEREAS, the incorporated area of Leeds, Utah ("Town") is located within the boundaries of said District; and

WHEREAS, the District desires to obtain the consent and approval of the Town to enter into a Curbside Residential Recycling Collection Agreement with Dixie Waste Services, Inc. whereby curbside collection of recyclable materials produced by households or other use of residential property will be provided to all participating municipalities and residences throughout Washington County; and

WHEREAS, said District and Town desire to enter into a written agreement governing collection and disposal of residential recyclable waste generated within the Town boundaries for the period of January 1, 2016 through December 31, 2020; and

WHEREAS, the Town Council desires to establish rules and regulations, including monthly fees, pertaining to collection and disposal of residential recyclable waste generated within its boundaries; and

WHEREAS, the Town Council now deems it necessary and desirable for the preservation and protection of the general health, safety and welfare of the residents of the Town.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Town Council of Leeds, Utah, as follows:

1. The Town hereby gives its consent to an approval of the Curbside Residential Recycling Collection Agreement between Washington County Special Service District No. 1 and Dixie Waste Services, a copy of which is attached hereto as Exhibit A, and
2. The Town hereby approves the Agreement for Curbside Recycling Collection Services between Washington County Special Service District No. 1 and the Town of Leeds, a copy of which is attached hereto as Exhibit B, and authorizes the Mayor and City Recorder to execute the same.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LEEDS, WASHINGTON COUNTY, STATE OF UTAH, ON THE 9 DAY OF September 2015.

ROLL CALL VOTE:

Yea	Nay	Abstain	Absent
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MAYOR: WAYNE PETERSON

COUNCILMEMBER: ANGELA ROHR

COUNCILMEMBER: RON CUNDICK

COUNCILMEMBER: JOE ALLEN

COUNCILMEMBER: NATE BLAKE

Signed: Wayne Peterson
Mayor, Wayne Peterson

Attest: Kristi Barker
Deputy Clerk/Recorder, Kristi Barker

AGREEMENT
FOR
CURBSIDE RESIDENTIAL RECYCLING COLLECTION SERVICES

This Agreement for Curbside Residential Recycling Collection Services is made and entered into on this 9th day of September, 2015, by and between Washington County Special Service District No. 1, a special service district organized under the laws of the State of Utah, hereinafter referred to as "District", and the Town of Leeds, a municipal corporation of the State of Utah, hereinafter referred to as "Leeds."

Recitals:

A. District was duly created by resolution of the Washington County Commission for the purpose of establishing and implementing a system for collection and disposal of solid waste within all municipalities and the unincorporated area of Washington County, Utah.

B. District currently provides curbside residential solid waste collection services to Leeds and other municipalities within Washington County in accordance with the terms and conditions of "Residential Waste Collection Agreement" dated November 25, 2009 between said District and Allied Waste Transportation, Inc., (now known as Republic Waste Services, Inc.).

C. Said Residential Waste Collection Agreement with Republic Waste Services, Inc. (hereafter "Republic Waste") does not provide for collection of recyclable materials produced by homes or other use of residential property.

D. District believes that instituting a program for the county-wide collection of recyclable materials produced by homes or other use of residential property is necessary and desirable for the conservation of landfill space, as well as for the protection of the environment and conservation of resources.

E. As a result, District proposes to enter into "Curbside Residential Recycling Collection Agreement" with Dixie Waste Services, Inc., (hereafter "Dixie Waste") pursuant to which curbside residential recycling collection services will be made available to all residences within any municipality that desires to participate in and utilize said curbside residential recycling collection services.

F. Leeds desires to make available for the use and benefit of its residents the curbside residential recycling collection services described in said proposed agreement between District and Dixie Waste, subject to the terms and conditions contained herein.

G. The parties hereto desire to enter into this Agreement for Curbside Residential Recycling Collection Service, stating in writing the terms and conditions of their agreement with respect to this matter.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties hereto acknowledge, covenant and agree as follows:

1. Acknowledgement of Receipt of Agreement. Leeds hereby acknowledges receipt of a copy of the proposed Curbside Residential Recycling Collection Agreement between District and Dixie Waste, a copy of which is attached hereto as Exhibit "A" and incorporated herein as if fully set forth.

2. Election to Participate. Leeds hereby elects to participate in the curbside residential recycling collection program described in said Exhibit "A" and, further, consents to and agrees to be bound by all terms and conditions contained therein.

3. Provision of Services. District hereby agrees that it shall, through Dixie Waste, provide to all residences or residential units with the Town of Leeds the curbside residential recycling collection services described in Exhibit "A", subject to the provisions of this agreement.

4. Meaning of Words and Phrases. Unless the context of this agreement requires otherwise, all words and phrases used herein shall have those meanings specified in said Exhibit "A".

5. Mandatory or Opt-Out; Adoption of Ordinance. At the time of execution of this agreement, Leeds shall by ordinance:

(a) make a final determination as to whether curbside residential recycling collection service shall be mandatory for all residences or residential units within its corporate limits, or whether residences shall be given an opportunity to opt-out of curbside residential recycling collection service described in Exhibit "A", and

(b) approve and adopt reasonable rules, regulations and procedures to implement and enforce such determination.

6. Billing, Collection and Payment of Monthly Fee. Leeds shall establish by ordinance, and shall be responsible for the billing, collection and payment to District of, the applicable monthly fee specified in paragraph 18 of Exhibit "A" for:

(a) all residences within the town if mandatory participation in the curbside residential recycling collection program is required, or

(b) all residences within the town that have not opted out of curbside residential recycling collection service in accordance with city's opt-out rules, regulations and procedures.

7. Recycling Containers. District shall be responsible for the purchase, storage, assembly, maintenance, delivery and retrieval of residential recycling containers to each participating residence or residential unit within Leeds.

8. Imposition of Lien. The parties further agree that in appropriate cases, as mutually determined by the parties, the District will, to the extent permitted by Utah law, assist Leeds in the collection of delinquent accounts through placement by District of a lien on the delinquent premises pursuant to the District's lien power provided for in Section 17B-1-902, Utah Code Annotated, 1953, as amended; provided, however, that in such cases Leeds shall not be relieved from its obligation to pay to District the amount of the monthly fee pending enforcement of the lien, the proceeds from which shall be used to reimburse City for any amounts paid.

9. Number of Residences. The parties hereto agree that for purposes of billing, collection and payment by Leeds to District of the curbside residential recycling collection fee specified in paragraph 6 above, Leeds shall be responsible to submit to District on a monthly basis an accurate house count of all residences subject to said billing and payment of monthly fees for curbside residential recycling collection service. Any discrepancy in the number of such residences, as reported by Leeds, and the number of residences within Leeds receiving residential collection services from Dixie Waste, shall be promptly investigated and resolved by mutual agreement of the parties.

10. Delinquencies. Payment of the monthly residential fee by Leeds to District pursuant to paragraph 6 hereof shall be made on a monthly basis and shall be due and payable on the 25th day of the month following the month in which services were rendered. Any amounts not paid by Leeds by the 25th day of the month following the month in which services were rendered shall be deemed delinquent and shall bear interest at the rate of ten (10) percent per annum until paid in full.

11. Exclusivity of Contract. The parties hereto agree that District shall be the only entity engaged by Leeds to provide curbside residential recycling collection services within the city limits throughout the term of this agreement.

12. Maintenance of Streets. Leeds agrees to maintain all streets, roads or roadways under its control in such a manner so as to allow District and Dixie Waste reasonable access for curbside residential recycling collection purposes.

13. Binding Effect and Term. This agreement shall become a binding obligation of the parties immediately upon execution by both parties. The term of this agreement shall be for a period of five (5) years, beginning on January 1, 2016 and ending on December 31, 2020.

14. Notice of Breach or Demand for Performance. It is agreed between the parties that no claim will be made for breach of this agreement unless thirty (30) days written notice of the breach, and demand for performance, is sent to the other party. The notice of breach under this paragraph must specify the details of the claimed breach, while the demand for performance must specify the details relative to the demanded performance.

15. Breach; Default. Failure by either party to comply with any covenant, obligation or term contained in this agreement, including the payment of the curbside residential recycling collection monthly fee as provided in paragraph 6 hereof, for a period of thirty (30) days after

receipt of notice of breach and demand for performance from the other party shall be deemed a material and substantial breach of the terms of this agreement and shall constitute a default under the terms hereof.

16. Remedies Upon Default. Upon the occurrence of default by either party, the party not in default shall have the right to: (a) suspend all services to be performed under this agreement until such time that such default is remedied, (b) terminate the agreement by sending thirty days written notice to the party in default of such election to terminate, (c) pursue any other remedy that may be available at law or equity to enforce compliance with the terms of this agreement, (d) require payment of all damages suffered by reason of the other party's default, including costs of court and a reasonable attorney fees, or pursue any combination of remedies listed in (a) through (d) above.

17. Successors and Assigns. This agreement shall inure to the benefit of the successors and assigns of the respective parties.

18. Time Essence. It is understood and agreed by the parties that time is of the essence of this agreement.

19. Integration. It is understood and agreed by the parties that this agreement embodies the whole agreement of the parties, and that all prior negotiations, conditions and oral representations have been incorporated herein.

20. Modification of Agreement. The parties hereto agree that this agreement may not be modified orally, but shall be modified only in writing, signed by the party against whom enforcement of such modification is sought.

21. Effect on Regular Waste Collection. The parties acknowledge and agree that the current agreement between the parties for collection of residential and commercial waste within the corporate limits of Leeds pursuant to the Residential Waste Collection Agreement between District and Republic Waste Services shall remain in full force and effect according to its terms and shall not be affected by this agreement.

22. Cancellation of Agreement. Notwithstanding any provision contained herein to the contrary, in the event that the overall residential participation rate is less than 50% as of November 1, 2015, this agreement shall automatically be cancelled and shall become null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

WASHINGTON COUNTY SPECIAL
SERVICE DISTRICT NO. 1:

Michael Heaton, Chairman

