

**AGREEMENT FOR DISPOSAL
OF GRANTSVILLE CITY RECYCLABLE MATERIAL**

THIS AGREEMENT is made and entered into this 17 day of June, 2013, by and between Grantsville City, a municipal corporation of the State of Utah, 429 East Main Street, Grantsville, Utah 84029, hereinafter referred to as the "City", and Rocky Mountain Recycling, 2950 West 900 South, Salt Lake City, Utah 84126, hereinafter referred to as "Contractor".

WHEREAS, the City is mindful of its duties and responsibilities to protect and maintain the public health, regulate and control the collection and disposal of recyclable material in Grantsville City and has determined that the best interest of the City would be served by recycling certain material by the employment of Contractor for this purpose; and

WHEREAS, Contractor is willing to render the service of disposal of recyclable material within Grantsville City upon the terms and conditions set out below;

WITNESSETH:

NOW, THEREFORE, based on the mutual covenants and conditions contained herein, the parties agree as follows:

I
SCOPE OF THIS AGREEMENT

CONTRACTOR

The work to be done under this Agreement consists of furnishing all labor, tools, equipment and materials, supplies and services to perform all work and services necessary for satisfactorily disposal and recycle all recyclable material from residential and commercial locations within Grantsville City, in strict accordance with the terms and provisions of the Agreement.

II
EFFECTIVE DATE

This agreement shall take effect upon its execution of both parties hereto and

shall continue for a term of three (3) years at which time it shall continue on a month to month basis until it is terminated by either party by giving 45 days written notice of termination. This agreement may also be terminated sooner in accordance with the other terms of this Agreement.

III DEFINITIONS

For purposes of this Agreement the definitions and general provisions as contained in Title 10 Garbage and Solid Waste Management, Chapter 2 Recycling of the Grantsville City Code, shall govern the construction and interpretation of this agreement. A copy of Title 10, Chapter 2 is attached hereto as Exhibit "A" and by reference is made a part hereof.

IV RECYCLABLE MATERIAL ACCEPTANCE

(1) Recyclable Material Acceptance Contractor shall accept all recyclable material provided to it through City or by its authorized agent Monday through Friday between the hours of 9:00 am and 8:00 pm., and upon request to accommodate for collection and deposit following a holiday or missed collection day. Normal deliver shall be Monday through Thursday, every other week.

(2) Materials Not Collected The following materials may not be collected by City or its designated agent and deposited with Contractor:

Clothing, shoes, household trash, grass & yard waste, glass (any kind), paint cans, hazardous or radioactive waste materials, wire hangers, disposable diapers, dirty Styrofoam dishware, motor oil, food & liquid waste, foam padding, car batteries, china and ceramics, plastic toys, small appliances, light bulbs & tubes, carpet pad, wax paper, and construction & wood debris.

(3) Holidays. The following days shall be holidays for purposes of this Agreement and recyclable material shall not be collected or deposited on such days:

New Year's Day, January 1

Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
Any day that Rocky Mountain Recycling facility is not open

When a holiday falls on a collection day, the collection shall be made the next working day. All collections should be completed before Sunday.

(4) Collection schedule City or its agent shall not collect or deposit any recyclable material on Sunday, unless an emergency exists and such action is first approved by the City.
not be made

(5) City Not Liable for Delay In no event shall the City or its agent be liable or responsible to Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control. Contractor understands that the City is subject to intense and inclement weather conditions, including but not limited to snow, high velocity winds, rain, fog, heat and flooding.

(6) Employees Contractor shall prohibit any of its employees from working while under the influence of alcohol, drugs or when otherwise impaired, and shall prohibit drinking of alcoholic beverages by Contractor's employees while on duty or in the course of performing their duties under the Agreement. Contractor's employees, officers, agents and sub-contractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

V PAYMENT

(1) Rate: Contractor shall purchase all recyclable material from Grantsville City or its authorized agent which is deposited at its facility in the amounts represented attached hereto as Exhibit "B". Contractor shall provide City all necessary information which shall verify the current rate of purchase each month for City's delivery of said material.

VI DISPOSAL OPERATIONS

(1) Delivery Location All recyclable material collected in the City by the Contractor shall be delivered to Rocky Mountain Recycling Facility.

(2) Disposal Fee The City shall not be responsible to pay any fees to Rocky Mountain Recycling for its acceptances of recyclable material delivered by City or its authorized agent.

(3) Ownership of recyclable material All recyclable material, upon being removed from the premises where produced or accumulated and transported upon or over a public street, alley, right-of-way or place, shall enter into the public domain and shall remain the property of the person placing it at curb side, until the recyclable material is deposited at Rocky Mountain Recycling.

VII COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Agreement in compliance with all applicable laws and regulations; provided, however, this Agreement shall govern the obligations of Contractor where there exists conflicting ordinances or regulations on the subject.

VIII NONDISCRIMINATION

Contractor shall not discriminate against any person seeking employment with or employed by Contractor because of race, sex, age, creed, color, religion or nations origin. Contractor may utilize the local work force to accomplish the work of this agreement.

IX INDEMNIFICATION

Contractor shall indemnify, save harmless and exempt the City, its officers, agents, servants and employees from and against any and all suits, actions, legal

proceedings, claims, demands, damages, costs and expenses, and attorney's fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent acts or omissions of the City, its officers, agents, servants and employees.

X
LICENSE AND TAXES

Contractor shall obtain all licenses and permits and promptly pay all taxes required by Grantsville City and the State of Utah.

XI
INSURANCE

(1) Policies Contractor shall at all times during this Agreement maintain in full force and effect Employer's Damage Insurance, including contractual liability coverage for the provisions of Section IX. All insurance shall be by insurers and for policy limits acceptable to the City. Before commencement of the work hereunder, Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. All public liability and property damage policies shall name the City as an additional insured entity. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting insured, thirty (30) days prior written notice will be given to Grantsville City. Grantsville City is named as an additional insured entity on said policy.

(2) Coverage For the purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage

Limits of Liability

Worker's Compensation	Statutory
Employer's Liability	\$2,000,000.00
Bodily Injury Liability Except Automobile	\$2,000,000.00 each occurrence \$2,000,000.00 aggregate
Property Damage Liability Except Automobile	\$2,000,000.00 each occurrence \$2,000,000.00 aggregate
Automobile Bodily Injury Liability	\$2,000,000.00 each person \$2,000,000.00 each occurrence
Excess Umbrella Liability	\$3,000,000.00 each occurrence

XII TRANSFERABILITY OF AGREEMENT

No assignment of this Agreement shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and obligations of the Contractor. In the event Contractor becomes insolvent or bankrupt then the rights authorized hereby shall be immediately canceled or terminated and the City shall have the right to take over disposal of recyclable material under this Agreement or substitute another Contractor in its place and stead in the manner provided by law.

XIII TERMINATION

Failure to Perform: If Contractor fails to provide for the deposit of City's recyclable material as required by this Agreement for a period in excess of three (3) consecutive scheduled working days during any one (1) year period, the City may take any or all of the following action:

- (1) Charge for any and all expenses incurred by the City from any

money or expense of the City to continue operation of the recycling program from Contractor or Contractor's surety company, or both.

(2) All terms, conditions and specifications of this Agreement are considered material and failure to perform any part of this Agreement shall be considered a breach of contract. Should either party fail to perform any of its contractual obligations, the other party may, at its option, terminate this Agreement seven (7) days after written notification to other party of the violation and failure of the other party to remedy the violation within said time.

XIV GENERALLY

(1) Binding Agreement This Agreement shall be binding upon the heirs, successors and assigns of the parties.

(2) Attorney's Fees In the event of default of any of the provisions of this Agreement, reasonable attorney's fees may be awarded to the non-defaulting party.

(3) Contract Not a Franchise It is the understanding and intention of the parties that this Agreement shall constitute a contract for the disposal of recyclable material; that it shall not constitute a franchise; nor shall it be deemed or construed as such.

(4) Entire Agreement This Agreement, contains the entire agreement of the parties. Any agreement hereafter made shall be ineffective unless the agreement is in writing and signed by the party against whom enforcement is sought.

(5) Amendments This Agreement may be amended by written consent of both parties herein.

(6) Governing Law This Agreement shall be interpreted by the laws of the State of Utah.

(7) Arbitration Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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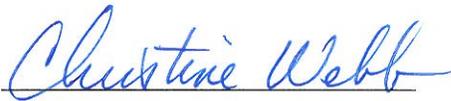
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GRANTSVILLE CITY CORPORATION



Mayor Brent K. Marshall



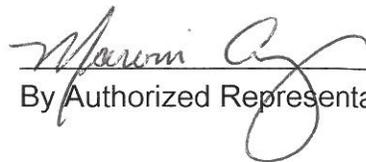
Christine Webb, City Recorder

Christine Webb, City Recorder

SEAL



Rocky Mountain Recycling



By Authorized Representative

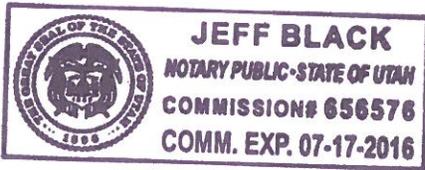
STATE OF UTAH

)

: ss.

COUNTY OF Salt Lake)

Before me, a notary public, appeared this day, Marvin Acey, who affirmed that (s)he is an authorized agent for Rocky Mountain Recycling, and that (s)he read, understood and executed that foregoing Agreement on behalf of Rocky Mountain Recycling, for its stated purposes.



Jeff Black
Notary Public
Residing at West Jordan, UT
My Commission Expires: 7/17/16

Exhibit “A”

Chapter 2
Recycling

Sections:

- 10-2-1. Definitions.
- 10-2-2. Creation of recyclable material collection department.
- 10-2-3. Residential collection.
- 10-2-4. Commercial collection.
- 10-2-5. Residential collection contract.
- 10-2-6. Residential recyclable material collection fees.
- 10-2-7. Recycling service participation
- 10-2-8. Recycling containers and fees.
- 10-2-9. Additional containers.
- 10-2-10. Time and place or pickup.
- 10-2-11. Closing of garbage containers required - Duty to pickup garbage.
- 10-2-12. Accumulating or disposal of solid waste prohibited.
- 10-2-13. Regulations.
- 10-2-14. Penalty.

Section 10-2-1. Definitions.

- A. Approved recycling containers: Approved recycling containers are those containers specifically provided by the recycling contractor for residential uses, which containers are designated specifically for automated collection and have permanently attached, tight fitting lids.
- B. City or Grantsville City: Shall mean Grantsville City, Grantsville, Utah.
- C. Commercial user: An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, multi-family dwelling shall be considered a separate residence for purpose of billing.
- D. Contractor: Means the person, firm or corporation who is awarded the contract to provide the equipment and services specified.
- E. Curbside Recycling Bins: Uniform curbside recycling bins (e.g., 95 gallon blue plastic recycling containers) in which recyclable materials can be stored and later placed for curbside collection, as specified by the City.
- F. Curbside Recycling Service: The recycling collection service, together with related public education and other customer services, specified within this RFP utilizing curbside recycling pickup.
- G. Materials Recovery Facility (MRF): This is a recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.
- H. Processing: The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

I. Recyclable Materials or Recyclables: Shall include the following products: **Paper**, which includes Brochures & Pamphlets, File Folders & Card Stock, Magazines & Catalogs, Mail and Envelopes, Newspaper, Printing & Writing Paper, Shredded Paper, Telephone & Paper/Hardback Books: **Plastics**, which include Plastics 1 (PETE) and Plastics 2 (HDPE): **Cardboard**, which includes Corrugated Cardboard & Boxes, Cereal Boxes & Cracker Boxes, Food Cartons & Boxes, Milk Cartons & Drink Boxes, Paper Bags, Paper Egg Cartons, Paper Towel and Toilet Paper Rolls, and Gift, Shoe & Tissue Boxes: **Metals**, which include Aluminum Cans, Clean Scrap Aluminum, Cookware or Pots & Pans, Non-hazardous Aerosol Cans and Steel/Tin Cans. The City encourages the Proposers to explore markets for additional types of recyclable material. Materials may be added to this list as part of the proposal or by mutual written agreement between the City and the Contractor.

Section 10-2-2. Creation of recyclable material collection department.

There is hereby created the Grantsville City Recyclable Material Collection Department and System, directed and controlled by the Mayor and City Council.

Section 10-2-3. Residential collection.

A. All occupied residences within Grantsville City shall be provided with recyclable material collection, removal and disposal services and approved recycling containers by the City or its designated agent.

B. Except as otherwise expressly permitted by this Section, no residential recyclable material shall be moved, hauled away or transported upon the streets or public ways of the City except by the municipality or its designated agents. It is hereby declared to be unlawful for any person, except as permitted in this Section, to haul or removed residential recyclable material within or from the City. Nothing contained in this Section shall however preclude persons from hauling their own residential recyclable material over the streets or public streets of the City to designated recycling facilities provided. All recyclable material, upon being removed from the premises where produced or accumulated and transported upon or over a public street, alley, right-of-way or place, shall enter into the public domain and shall remain the property of the person placing it at curb side, until the recyclable material is deposited at Rocky Mountain Recycling.

Section 10-2-4. Commercial Collection.

Commercial users shall be eligible for recyclable material to be collected and removed by the City or through its designated agent.

Section 10-2-5. Residential collection contract.

The City may grant a contract to an independent contractor to operate a recyclable material collection service within the City upon the terms and conditions as the City Council shall require by contract. The holder of such contract shall be answerable to the Mayor and City Council for the conduct and operation of recyclable material collection.

Section 10-2-6. Residential recyclable material collection fees.

A. All residents, within the City shall pay monthly recyclable material service charges in the amount set forth by resolution of the City Council. Charges for collection and removal services for residential recyclable material and fees for provided recyclable material containers shall be paid for by the owner, lessee or occupant of the residence on the regular water and sewer utility bill or by direct billing, if sewer and water services are not provided by the City. All recyclable material shall be collected and removed with such frequency and in such manner as the City Council may from time to time determine appropriate.

B. Every residential user shall be issued at least one approved recyclable material container by the City or its designated agent. Title to containers furnished to residential users shall be retained by the City or its designated agent.

C. The Mayor or the Mayor's designee may waive or defer the payment of the charges for residential collection of recyclable material, for needy persons who are not reasonably capable of paying these charges, for such periods of time as may be deemed proper or necessary. Any time the Mayor's designee waives or defers payments under this Section, he or she shall timely report said deferral or waiver to the Mayor.

D. All recyclable material collection fees imposed by the City shall be billed each month and may be included with the water, garbage and sewer bills if said services are also provided. Each bill shall show separately the amount of the bill for each service. The portion of the bill rendered for recycling service in the case of a combined billing cannot be paid separately from the portion rendered for the other City services. Payments for recycling services and other City services are due at the Grantsville City Offices on the 20th day of the month following issuance of the billing. A \$10.00 late fee shall be added to all delinquent accounts at the time the next months service billing is prepared by the City. In the event that the recycling services or late fees or any portion thereof are not paid in full within sixty (60) days after the due date, water service may be discontinued. Before the water shall be turned on again, all delinquent garbage, recycling, water or sewer charges, late fees, interest charges and a \$50.00 reconnection fee to cover the expenses of restoring water service shall be paid in full to the City. In the event a deposit has been made securing the payment of charges for City service, said deposit may be forfeited to the City in the amount delinquent and due the City. The Mayor or the Mayor's designee, may waive late fees or interest, if he or she determines that there is good cause for the waiver of said charge. If any account remains delinquent over sixty (60) days after the due date, the City may in addition to discontinuing water service, initiate legal proceedings to collect the delinquent account. If a delinquent account is referred to the City Attorney in order to collect the delinquency, the City shall also be entitled to collect reasonable attorneys fees and costs, even if a lawsuit has not been filed. In addition to the foregoing late fees and costs, the City may also charge interest on the delinquent account at the rate of 1.5 percent per month, commencing after the account is sixty (60) days delinquent.

E. Containers lost or missing through no fault of the user thereof may be replaced by the City or its designated agent with a possible charge for its replacement. Users shall exercise due care to protect containers against loss through theft or misappropriation. Containers shall not be removed from the premises that they have been assigned to. The owner, lessee or occupant of each residence shall be held responsible for each container issued to that residence. No hot ashes, flammable, corrosive or explosive materials shall be deposited in a container. A delivery and administration fee shall be charged to anyone who damages or removes a recycling container from the property that the container has been assigned to.

F. Recycling service billings shall be prorated on a daily basis during the first and last months that an account is open, if open for less than a full month. If an account is to remain open, but the residence will be vacant for more than one month, the owner, lessee, or occupant of the residence shall give prior written notice to the City so that no recyclable material collection fees are charged during that month. Except for the first and last month that an account is open, recyclable material collection fees shall be assessed for the entire month if the residence is occupied at any time during that month.

Section 10-2-7. Recycling service participation.

A. All residence of Grantsville City will automatically be enrolled into the recycling program and will be given an opt out period of forty-five (45) days, March 1, 2013 to April 15, 2013. City shall hold two (2) public hearings which shall published in the local paper, placed on the City web page, on the state web page and displayed in City Hall.

B. The recycling program shall begin on July 1, 2013.

C. Once the opt out period has ended, and service has begun as of July 1, 2013, residence shall only be allowed to opt out of the program annually between June 1 and June 30 of each year. If a resident fails to complete the term as outlined above and terminates recycling service outside of the annual opt out period, resident shall be fined a sum of \$75.00 of administrative cost.

Section 10-2-8. Recycling containers and fees.

A. Recyclable material shall be collected by the City or its agent from residential users only in containers approved and issued to them by the City or its designated agent. The use of any other type of containers or the use of approved containers issued to another residence is unlawful and prohibited. All other recyclable material not collected by the City shall be placed in suitable and sufficient garbage receptacles, either with tight fitting lids or durable water resistant containers manufactured specifically for use in solid waste collection.

B. Every new account or new residential user shall be issued at least one approved recycling container by the City or its designated agent. Service for new recycling accounts shall begin on the residence normal recycling collection day following the first of the following month. Title to containers furnished by the City or its agent to residential users shall be retained by the provider and the payment made by the residents therefore shall be rental for the use thereof. Rental fees for the first container shall be incurred for a minimum of one (1) month for each month or part thereof that a residence

is occupied. Recycling container rental fees shall be charged and collected in the same manner as the service charge for recyclable material collection services.

C. Users renting containers furnished by the City, or having custody thereof, shall keep the container free from destructive or decorative markings, shall maintain the original color thereof, and shall keep the inside of said containers clean and free from build-up of fungus or bacteria or any other type of contamination that causes odors or facilitates deterioration of the inside or outside of such container. Users shall be responsible for containers and shall not be negligent in the use of the containers.

D. Residential users shall report to the City, or authorized recyclable material hauler, any damage to or malfunctioning containers that limit their usefulness for receipt of recyclable material so that the same may be returned to the supplier for repair or replacement if they are covered by warranty or for repair or replacement by the City or its agent.

E. Containers lost or missing through no fault of the user thereof shall be replaced by the City or its agent without charge, but users shall exercise due care to protect containers against loss through theft or misappropriation. Containers shall not be removed from the premises that they have been assigned to. The owner, lessee or occupant of each residence shall be held responsible for each container issued to that residence. No hot ashes or flammable or explosive materials shall be deposited in a recyclable material container. A purchase fee, based on the cost to the City at the current rate, will be charged to anyone who damages or removes a recyclable material container from the property that the container has been assigned to.

F. Containers furnished by the City are issued to specific users by number and are non-transferable. Upon discontinuance of use by a resident, containers shall be returned to the City or its designated agent.

Section 10-2-9. Additional containers.

A. Should a residential user determine that an additional container is necessary to provide for their needs, a request may be made to the City for an additional container or containers.

B. Additional Containers will be provided to a user at an additional charge per month which charge shall be set by resolution of the City Council. Such charge shall continue until the next opt out period.

C. At such time the user determines the additional container or containers are no longer needed, the user shall return said container(s) to the City at which time the additional charge will be deleted from the monthly billing provided the user has opted out of the recycling program as outlined herein.

D. Additional containers will be rented subject to availability of the containers to the City. Provision of initial containers to new residents will take priority over providing additional containers to residents who already have been issued one container.

Section 10-2-10. Time and place pickup.

A. All residential recycling containers shall be placed on the edge of the street next to the driveway on the opposite side of the driveway approach from the mailbox, but in no

event within ten feet of a mailbox, and with the container's wheels as close to the curb or edge as reasonably possible, with the hinge thereof to curbside and the lid opening facing toward the street. When snow or streets constructions prevents placing of the container against the curb, the container shall be placed not over two feet from the edge of said snow or construction and in a manner that will not obstruct traffic or unduly impede the snow plowing activities of the City. In the areas of the City where there is no curb and or gutter, containers shall be placed off of the traveled portion of the street, but close enough to the street that the container can be picked up without undue difficulty.

B. Containers shall not be placed or permitted to block driveways or through traffic.

C. Unless otherwise provided by regulation, recyclable material must not be set out upon the street for collection prior to the evening of the day before collection and must be set out prior to 7:00 a.m. on the day of collection.

D. All empty containers must be removed from the street as soon as practicable after being emptied, and in every case, must be removed from the street the same day they are emptied.

E. Recyclable material shall be collected every other week and shall be on the same day as the normal day of collection with solid waste.

E. It shall be unlawful to park a vehicle upon a public street with the City during the hours of garbage pickup on said street in a manner that interferes with access to garbage containers by the garbage collection vehicle.

Section 10-2-11. Closing of recycling containers required.

No recycling container shall be overfilled to the extent that the lid does not remain firmly closed at all times or to such an extent that the contents may be spilled or blown out while waiting for or during the process of pickup and dumping into the recycling material collection vehicle. The property owner, responsible party or person who places a recycling container out for collection, shall be responsible for all of their recyclable material until such time as it is collected. If recyclable material leaves a container for any reason prior to it being picked up, the owner or responsible party shall be required the same calendar day to pick up said recyclable material and place the same into their container. Persons who violate the provisions of this Section are guilty of a Class C Misdemeanor.

Section 10-2-12. Accumulation or Disposal of Recyclable Material Prohibited.

It shall be unlawful for any person to accumulate recyclable material or cause recyclable material to be deposited upon any street or alley or upon any premises in the City without express permission from the City or County Health Department. No person shall for the purpose of final disposal dump, place or bury any recyclable material within the corporate limits of the City. No person shall for the purpose of final disposal, burn recyclable material within the corporate limits of the City without first obtaining the proper permits.

Section 10-2-13. Regulations.

The City Council may adopt such regulations from time to time as, in its opinion may be necessary to implement the provisions of this Chapter.

Section 10-2-14. Penalty.

Any person, firm or corporation who shall violate the terms of this Chapter by any act of omission or commission shall be deemed guilty of a Class "C" Misdemeanor.

Exhibit “B”

Pricing Table

If the average combined price of #6 NEWS and OCC during the previous month was:	The Purchase Price for the current month will be:
\$0.00-\$90.00/ ton	\$15.00/ton
\$90.01-\$100.00/ ton	\$17.50/ton
\$100.01-\$110.00/ ton	\$20.00/ton
\$110.01-\$120.00/ ton	\$22.50/ton
\$120.01- 130.00/ ton	\$25.00/ton
\$130.01-\$140.00/ ton	\$30.00/ton
\$140.01-\$150.00/ ton	\$35.00/ton
\$150.01-\$160.00/ ton	\$40.00/ton
\$160.01- \$170.00/ ton	\$45.00/ton
January 2013 News #6	\$70-75
January 2013 OCC	\$95-105
Combined Average	\$90.00