COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
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www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

April 5, 2016

The Honorable David Wilson
Mayor
Town of Summerdale
502 West Lee Avenue
Summerdale, Alabama 36580

RE: Town of Summerdale Garbage Collection Services Agreement

Dear Mayor Wilson:

The Baldwin County Commission, during its regularly scheduled meeting held on April 5, 2016, approved the execution of a *Solid Waste Collection Services Agreement* between the Baldwin County Commission and the Town of Summerdale, Alabama, to continue Solid Waste Collection Services for a period of thirty-six (36) months, to be effective the first day of the month following the full execution of this *Agreement* and expiring on April 1, 2019.

Enclosed please find a **copy** of the **fully executed** *Agreement* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or Terri Graham, Development and Environmental Director, at (251) 972-6878.

Sincerely,

TUCKER DORSEY, Chairman
Baldwin County Commission

TD/met Item BF2

cc: Terri Graham

ENCLOSURE

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

STATE OF ALABAMA)
COUNTY OF BALDWIN)

SOLID WASTE COLLECTION SERVICES AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE TOWN OF SUMMERDALE, ALABAMA

SECTION 1. Agreement

The Town of Summerdale, hereinafter called the Town, hereby enters into an agreement with the Baldwin County Commission, hereinafter called the County, for the collection and disposal of residential solid waste under the terms and conditions hereinafter set out utilizing public streets as conveyances. The Baldwin County Solid Waste division, hereinafter called the Collector, shall be the duly authorized agent acting for and on behalf of the Baldwin County Commission.

SECTION 2. Definitions

A. Solid Waste: Shall mean all combustible and noncombustible and all putrescible and non-putrescible discarded materials including garbage, rubbish, trash, bulk refuse and dead animals.

B. Garbage: Shall mean all putrescible, animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, including wastes from markets, stores or facilities, handling and sale of produce and other food products.

C. Rubbish: Shall mean all non-putrescible solid wastes consisting of both combustible and noncombustible wastes, including, without limitation, paper, cardboard, glass, rags, cartons, wood, rubber, plastics, leaves, yard clippings, crockery, excelsior, cloth, metal cans and similar materials, but excluding "trash" and "bulk refuse" as defined in this agreement.

D. Trash: Shall mean the following:

1. Trees and Tree limbs;
2. Bagged leaves, bagged grass clippings, bagged pine cones, bagged pine straw and shrub trimmings; and
3. Discarded appliances and furniture; but excludes "bulk refuse" as defined in this agreement.

E. Bulk Refuse: Shall mean the following:

1. Trash generated by lot or land clearing or major land cleanup operations;
2. Refuse and debris resulting from construction, renovation, and repair work to buildings or other structures; and
3. An appliance or item of furniture discarded on non-renovation, or repair work to building or other structures.

F. Nonresidential Garbage and Rubbish: Shall mean garbage and rubbish generated by a non-residential property located within the corporate limits of the Town.

G. Residential Garbage and Rubbish: Shall mean garbage and rubbish generated by a resident located within the corporate limits of the Town.

H. Nonresidential Trash: Shall mean trash generated by or on a nonresidential property located within the corporate limits of the town.

I. Residential Trash: Shall mean trash generated by a residence located within the corporate limits of the Town.

J. Hazardous Materials: Shall mean wastes that are hazardous by reason of their pathological, explosive, radiological or other characteristics.

K. Residence: Shall mean a detached single-family dwelling unit (including house, trailer and rental cottage) and its associated ground or a separate unit in any multi-family dwelling that has a total of four (4) or fewer separate units and that is not a hotel, motel or trailer park.

SECTION 3. Service Undertaking of the Collector

The Baldwin County Commission shall offer collection and disposal services as described in the agreement for all residences located within the corporate limits of the Town (the "Service Area"). The corporate limits of the Town may be expanded or otherwise altered during the term of the agreement if such areas were so included on the original effective date of this agreement.

SECTION 4. Equipment of Collector

The Baldwin County Commission shall utilize packer trucks or other collection vehicles for the collection and disposal of solid waste. Vehicles utilized by the Collector shall be so covered, secured or sealed that there will be no loss during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health. The Collector shall utilize an adequate number of collection vehicles based on volume of customers and solid waste. All vehicles utilized by the Collector shall be maintained in a safe and clean operating condition, and the Town, at its convenience, may inspect such vehicles from time to time, but not more often than six (6) month intervals. The collection containers provided by the Collector shall be maintained by the collector in good repair.

SECTION 5. Frequency of Collection

A. Residential garbage and rubbish shall be collected once weekly on Thursdays.

B. Bulk refuse, trash and other solid waste not within the definition of garbage or rubbish may be collected on such occasions or at such intervals as may be agreed on by the Collector and Town.

C. The Collector will observe Thanksgiving Day, Christmas Day and New Year's Day as holidays. Should one of these holidays fall on a Thursday, the following Saturday will be the pick-up day.

D. The Collector shall begin and complete scheduled collection of garbage and rubbish as early as practical, but in no event shall any collection of solid waste in residential areas begin earlier than 6:00 a.m. Collection container must be placed at a pickup point not later than 6:00 a.m. on the scheduled day of pickup. Collection containers will be provided by the Collector and shall be equipped so that the contents will not fall out. The Collector may refuse to collect containers which violate these conditions. The volume of waste at each residence should be limited to that of a 96-gallon cart. All waste must be placed in the cart. Additional carts (if needed) will be furnished to residents by the collector and billed by the Town.

E. Solid waste for removal by the collector shall be placed on the street side in front of the residential or nonresidential property or as otherwise established by the Town.

SECTION 6. Compliance with Collection and Disposal Laws and Regulations

The Collector shall dispose of all garbage, rubbish, and other solid waste collected in accordance with all applicable Federal, State, County and Municipal laws, ordinances, rules and regulations. Specifically, but without limitation, such waste shall be disposed of at the Baldwin County Landfill. The Collector shall indemnify and hold the Town, its officers, agents, servants and employees harmless from any and all claims or demand of whatever kind or character arising directly or indirectly, proximately or remotely from the collection or disposal of garbage, rubbish or other solid waste by the Collector.

SECTION 7. Collection of Trash and Bulk Refuse Not Required

The Collector shall not be required to collect trash or bulk refuse as defined hereunder, but the Collector may contract with Town customers for "special services" as defined in Resolution 96-21 for Solid Waste "to collect trash or bulk refuse or bother upon such occasions or with such frequency as they may mutually agree." So long as the Collector collects residential trash pursuant to this agreement, the Collector shall not solicit or contract for collection of residential trash within the town without advising the potential customers of the availability of residential trash collection pursuant to this agreement.

The Town reserves the right to impose maximum rates for the collection and disposal of trash or bulk refuse or both or to otherwise impose additional regulations regarding trash or bulk refuse or both hereinafter if it determines that such additional regulation is in the public interest.

The refusal of the Town at any time to grant a rate adjustment or temporary rate adjustment shall not excuse the Collector from the performance of its obligations hereunder, it being a condition of the Agreement that the Town in its discretion may reject a rate increase, even though it is deemed necessary by the Collector.

SECTION 8. Recycling

At such time the Collector establishes a Recycling Program, the Collector and the Town may enter into an Agreement for recycling.

SECTION 9. Cause for Cancellation

The Town shall have the right to cancel this Agreement for cause, including, without limitation, insufficiency or irregularity of services, financial irregularities, violation of governmental law, ordinance, rule or regulation, or other misfeasance, malfeasance, or nonfeasance in the provision of services under this Agreement or breach of the terms and conditions herein. In the event the Town believes cause for termination exists, it will give written notice to the Collector of the basis on which it believes cause for termination exists and will give the Collector an opportunity to appear before a regular or special meeting of the Town Council to present any evidence or explanation of the existence of cause for termination. Following such presentation, the Town may elect to terminate this Agreement, may elect to continue this Agreement as written or under probationary conditions or may elect such other action as may be in the best interest of the Town. The Collector shall be given written notice of the action of the Town Council, and no termination shall become effective earlier than thirty (30) days following the giving of such notice.

SECTION 10. No Assignment or Transfer

This Agreement or the rights of the Collector hereunder may not be sold, assigned, pledged or transferred in whole or in part by the Collector without prior written consent of the Town.

SECTION 11. Insurance

The Collector, as a condition to the grant of rights under this Agreement, shall furnish and maintain comprehensive general liability insurance coverage in coverage amount not less than $1,000,000.00 under a policy issued by an insurer acceptable to the Town. Such policy shall be in a form satisfactory to the Town and shall name the Town as an additional insured against any liability for personal injury, death or property damage arising directly or indirectly from the collection or disposal services to be performed by the Collector. Any lapse in the coverage required in this paragraph shall result in an automatic and immediate suspension of thru agreement rights granted hereunder.

SECTION 12. No Agency

The Collector shall be an independent contractor and not the agent of the Town for any purpose.

SECTION 13. Payment to Collector

1. The Collector shall bill the Town monthly for the agreed amount of pickups. House counts will be verified every six (6) months. The Collector will adjust billing amounts accordingly. The Town shall provide the Collector with the number of pickups that it bills and Collector shall verify this number through driver count.

2. The initial rates established in this agreement shall remain in effect for a thirty-six (36) month period, from the commencement date of the work under this agreement.

> a. Notwithstanding the foregoing, the parties agree that the established rate shall be increased in the event there are increases in county-wide monthly collectible fees imposed by the County Commission, or mandatory cart subscription policies. Such increases in the established rate shall become effective as and when the underlying County increases or policies become effective.

3. The initial rates for collection services are hereby established as $16.00 per residential unit per month for once a week pickup. Residents will be provided a 96-gallon cart which will be included in the monthly billing. Additional cart rates are hereby established as $5.00 per cart for each cart above and beyond the one (1) cart provided in the base service. There will be a twelve percent (12%) discount given on the amount due each month. During the term of the contract, if the Collector lowers the base collection rate throughout Baldwin County or to another municipality in Baldwin County, then the collection rate for the Town shall be lowered commensurately.

4. Request for special services shall be outlined in Baldwin County Resolution 2016-010 for Solid Waste.

5. The Collector shall bill the Town by the 6th of each month for previous month's service. The Town shall pay the Collector by the 18th of month billed. Payment in arrears of sixty (60) days shall constitute a breach of this Agreement and all collection services shall stop until all arrears are current.

SECTION 14. Term of Agreement

This Agreement shall become effective upon the enactment of an ordinance by the Town granting the Agreement rights described hereunder. This Agreement shall expire, unless sooner terminated or extended in writing after the approval of the Town, thirty-six (36) months from its effective date. Effective date shall be the 1st day of the month following the acceptance of this Agreement.

SECTION 15. Permit Submittal

Copies of all applications for permits from boards or agencies of the County, State or Federal government having jurisdiction over any activities of the collection in relation to the Agreement shall be provided to the Town at the time of their submittal to the governing agency.

SECTION 16. Complete Agreement

This Agreement sets out the complete conditions with respect to the subject matter hereof and may not be amended except in writing whose execution by the Town has been approved by Ordinance or formal resolution of the Town Council.

SECTION 17. Compliance with ADEM and other State Reporting Requirements

The Town is required to quarterly and annually submit a full cost accounting of solid waste collections, etc., to the Baldwin County Commission and The Alabama Department of Environmental Management (ADEM). The Collector shall submit all required and requested full cost accounting reports to the County Commission and ADEM by the requested deadline dates. Copies of these reports will be submitted simultaneously to the Town.

SECTION 18. Severability Clause

The provisions of this Agreement are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Solid Waste Collection Services Agreement as follows:

BALDWIN COUNTY COMMISSION

/ 4.12.16

BY: TUCKER DORSEY /DATE
AS ITS CHAIRMAN

ATTEST:

/ 4-12-16

RONALD J. CINK /DATE
BALDWIN COUNTY ADMINISTRATOR

TOWN OF SUMMERDALE

4/4/2016

BY: DAVID WILSON /DATE
AS ITS MAYOR

ATTEST:

4/4/2016

TIFFANY LYNN /DATE
TOWN CLERK

(State of Alabama)
(County of Baldwin)

I, Monica E. Taylor, Notary Public in and for said County, in said State, hereby certify that, Tucker Dorsey, whose name as Chairman, and Ronald J. Cink, whose name as Administrator, of the Baldwin County Commission who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument and with full authority, they executed the same on behalf of said commission.

Given under my hand and official seal, this the 12th day of April, 2016.

Monica E. Taylor
Notary Public
My Commission Expires: My Commission Expires 09/05/2016

(State of Alabama)
(County of Baldwin)

I, Molly Forsman Farmer, Notary Public in and for said County, in said State, hereby certify that, David Wilson, whose name as Mayor of the Town of Summerdale, Alabama, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the instrument and with full authority, he executed same on behalf of the Town of Summerdale, Alabama.

Given under my hand and official seal, this the 4th day of April, 2016.

Molly Forsman Farmer
Notary Public
My Commission Expires: 12/16/2017