

CITY OF MOAB RESOLUTION 07-2019

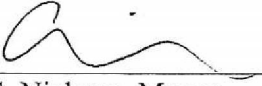
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
FRANCHISE AGREEMENT ON BEHALF OF THE CITY OF MOAB WITH
MONUMENT WASTE, INC. FOR RESIDENTIAL, MUNICIPAL, AND COMMERCIAL
SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL**

The following describe the intent and purpose of this resolution:

- a. Per Moab Municipal Code Chapter 8.04.020, "Solid waste shall only be collected within the City limits by the approved contractor pursuant to the terms of a solid waste collection franchise agreement with the City. As defined in this chapter, every residence or commercial establishment shall be required to receive and pay for solid waste collection services from the City";
- b. The City of Moab ("City") has not engaged in a formal bid solicitation process for solid waste services since 1999;
- c. The collection, transport, and disposal of solid waste in the City is administered via a franchise agreement with a single service provider;
- d. At the direction of and in consultation with the City Council, City staff developed, revised, and published a request for proposals, to which the City received one qualified proposal for such services; and
- e. After negotiation with that respondent, staff prepared a draft Agreement for the City Council to approve.

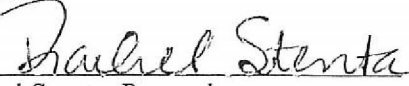
THEREFORE, the City Council hereby authorizes the City Manager to enter into the proposed Franchise Agreement on behalf of the City with Monument Waste, Inc.

PASSED AND APPROVED by a majority of the City Council, this 12th day of February, 2019.

By: 
Emily S. Niehaus, Mayor

2/12/19
Date

Attest:

By: 
Rachel Stenta, Recorder

2-12-19
Date

TABLE OF CONTENTS

Franchise Agreement

Attachment 1: General Specifications

1. Provision of Services Generally
2. Service Provider's Designated Single Point of Contact
3. Hours of Work
4. Residential Curbside Operational Requirements
5. Commercial Operational Requirements
6. Municipal Facilities Operational Requirements
7. Security Clearance and Worker Identification Requirements for City Facilities
8. Reporting
9. Billing
10. Additional Provisions

Attachment 2: Rates and Fees

1. Residential and Commercial Service
2. Municipal Facilities Service
3. Transfer Station Fees for City Departments

Attachment 3: Materials Approved for Recycling

Attachment 4: Audit and Reporting Protocols

Attachment 5: Insurance Requirements

**FRANCHISE AGREEMENT
FOR RESIDENTIAL, MUNICIPAL AND COMMERCIAL SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL**

This agreement ("Agreement") is made and entered into the day and year set forth below by and between the City of Moab, Utah, a Municipal Corporation, ("City"), and Monument Waste Services, LLC ("Service Provider"), collectively "Parties".

WHEREAS, the City is mindful of its duties and responsibilities to protect and maintain the public health, including the regulation and control of collection and disposal of solid waste in the City, and has determined that the best interest of the City would be served by the employment of Service Provider for this purpose; and

WHEREAS, Service Provider is willing to render the service of collection and disposal of solid waste and residential recycle within the City upon the terms and conditions set out below;

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide solid waste collection and recycling services in accordance with the scope of services attached hereto as "General Specifications" (Attachment 1) and the other referenced attachments incorporated by this reference. Service Provider shall be solely responsible for performance of all duties hereunder.
2. Payment. All rates, fees, and other monetary arrangements owing between the parties are enumerated in Attachment 2, incorporated herein. Service Provider agrees that it shall not negotiate or attempt to collect separate rates or other charges with individual customers, or otherwise modify the price or terms of service without the express written agreement of the City.
3. Rate Modification. Service Provider may apply to the City in writing for consideration of a special rate review should an unforeseen event or circumstance arise which jeopardizes the economic operations of the Service Provider. A special rate review application shall be considered at the request of the Service Provider if one or more of the following occurs:
 - a. Landfill tip fees change by more than five (5) percent; or
 - b. Accumulative operating costs over which Service Provider has no control change by more than ten (10) percent.

Any change in rates shall be at the discretion of the City Council. At least fifteen (15) days prior to any decision by the City Council, the Service Provider shall submit to City staff complete and accurate financial data showing its operating costs, revenues, and rate of-return for operations under this Agreement. City staff may request, and Service Provider agrees to provide, other or additional records as may be necessary to fully review Service Provider's operations and rate requests. All such financial information submitted to the City shall be kept confidential.

The City Council may grant a special rate request, or grant the request in part. The Council shall not unreasonably withhold granting the request in part or in full. Any change in customer rates shall be confirmed in a written amendment to this Agreement, which shall take effect no sooner than thirty (30) days from the date of the Council decision.

Special rate review requests notwithstanding, the City Council shall review trash and recycling service rates annually as part of its regular budgeting process.

4. Term. This Agreement shall commence March 1, 2019, and shall continue in full force and effect until May 31, 2024, unless sooner terminated as herein provided (the "Initial Term"). However, the residential rate changes incorporated herein shall not take effect until June 1, 2019.

In addition, at the option of the City, the Agreement may be extended for up to two (2) additional five-year periods. Written notice of extension shall be provided to the Service Provider no later than thirty (30) days prior to expiration of the preceding term.

5. Force Majeure. If either party is prevented in whole or in part from performing its obligations under this Agreement by unforeseeable causes beyond its reasonable control and without its fault or negligence, e.g. due to strike, fire, flood, extreme weather event, or similar causes, then the party so prevented shall be excused from whatever performance is prevented by such cause, provided that it resumes full performance immediately upon cessation of the intervening force or event. To the extent that a force majeure event prevents solid waste collection or recycling services from being performed, the Service Provider must provide written notice to the City of such condition within three (3) days from the onset of such condition. If the force majeure event continues for twenty (20) consecutive days or more, then either party may terminate this Agreement without further liability.

6. Early Termination by City/Notice. Notwithstanding the terms contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least eight (8) months prior to the termination date contained in said notice.

In the event of termination without cause by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to any other claims arising under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

7. City Representative. The City will designate, prior to commencement of the work, its representative who shall be the point of contact between the City and the Service Provider on matters related to this Agreement. The City may designate successor representatives from time to time. The City representative shall not have the authority to waive or modify the terms of this Agreement.

8. Independent Contractor. The relationship between the parties is that of independent contractors. Neither party shall have the authority to act for, or otherwise bind the other with respect to this Agreement or any other matters.
9. Subcontractors. All work provided under this Agreement shall be provided by Service Provider. Service Provider shall not subcontract all or any part of the work set forth in this Agreement without the prior written consent of the City, and any such consent shall be committed to its sole discretion.
10. Personal Services. This Agreement is a contract for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.
11. Acceptance Not Waiver. The City's and/or Service Provider's approval or acceptance of, or payment for any of the services under this Agreement shall not be construed to operate as a waiver of any rights provided to the parties under this Agreement or any cause of action arising out of this Agreement. The failure to invoke remedies with respect to any particular act or omission constituting a breach shall not be regarded as a waiver with respect to any other or successive act or omission constituting a breach.
12. No Third-Party Beneficiaries. The parties to this Agreement are as identified in the first paragraph. There are no known or intended third party beneficiaries, and no other persons shall have any rights to enforce this Agreement.
13. Integration/Modification. This Agreement is the sole and complete agreement of the parties and supersedes all prior oral or written agreements, representations, or promises between the parties. This Agreement may only be modified in a writing duly executed by both parties in the same manner as set forth on the signature page, below.
14. Immunity. The City, as a Utah governmental entity, possesses certain immunities by law, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-7-101, et seq. Nothing in this Agreement waives or abrogates any legal immunities possessed by the City.
15. Interpretation. This Agreement is the product of mutual bargaining. It shall be interpreted in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting.
16. Severability. If any term or provision of this Agreement shall be found to be unlawful or unenforceable, it shall be stricken, and the remainder of the document shall be enforced in accordance with its terms without invalidating the entire Agreement.
17. Notice. Notice under this Agreement shall be valid if sent by United States First Class mail, personal delivery, or courier to the address designated below. Email notice is acceptable if

it is followed by written notice in the manner otherwise provided in this section. The parties may alter their address for notice at any time upon delivery of written notice to the other stating the new address. The addresses of the parties are as follows:

City of Moab
217 East Center Street
Moab, UT 8452
Attn: City Manager
Email: Deveritt@moabcity.org
(435) 259-5121

Monument Waste Services, LLC
2295 South Highway 191
Moab, UT 84532
Email: dan@monumentwaste.com
(435) 259-6314

18. Default. Each term and condition hereof shall be deemed a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

19. Remedies. Prior to invoking any remedies for breach, the non-breaching party shall first deliver written notice to the other party identifying the act, omission, or event constituting a default and allowing the other party a period of not less than seven (7) calendar days in which to cure or abate same. Cure within that time period shall reinstate all rights of the parties under this Agreement. In the event that a default is not timely cured the non-breaching party is not required to deliver multiple or successive notices of default. In the event a default or breach remains uncorrected, the party providing notice may elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) pursue any other remedy at law or equity.

- a. In any suit arising under this Agreement the court shall award the substantially prevailing party its reasonable attorney fees and court costs in addition to any other relief.
- b. Neither party shall be liable to the other party for consequential damages, lost profits, non-economic damages, or similar relief that might otherwise be claimed as a result of breach.
- c. In the event that residential service default(s) remain uncured, the City may assess liquidated damages against the Service Provider, which sums may be deducted as against sums otherwise payable to Service Provider or collected by other means. Should the daily average of missed residential service pickups exceed one percent (1%) of the total of residential accounts, then the City may assess, and the Service Provider shall pay, liquidated damages in the amount of ten dollars (\$10.00)

multiplied by the number of missed residential pickups. Should the daily average of missed residential service pickups exceed two percent (2%) of the total of residential accounts, then the City may assess, and Service Provider shall pay, liquidated damages in the amount of twenty dollars (\$20.00) multiplied by the number of missed residential pickups. The parties agree that the calculation of actual damages in the case of missed residential service pickups may be difficult to calculate with certainty. These liquidated damages are agreed to be reasonable and not a penalty.

- d. The parties may combine or pursue multiple or alternative remedies as may fit the circumstances of the breach. Should either party seek injunctive relief it may obtain that relief without the necessity of posting a bond to secure same.

20. Indemnity/Insurance

The Service Provider agrees to indemnify and hold the City, its officers, agents and employees harmless from any and all actions, suits, claims, demands or liability of any character whatsoever, including reasonable costs of defense, brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, resulting from or occurring in connection with the acts or omissions of Service Provider, its officers, agents, or employees under this Agreement.

Service Provider shall provide and maintain for the duration of this Agreement insurance coverage of the types and with the limits specified within Attachment 5, as attached and incorporated by this reference. Before commencing services, the Service Provider shall deliver to the City a copy of certificates of insurance evidencing the insurance coverage required by this Agreement. With the exception of worker's compensation coverage, all insurance policies required to be maintained by the Service Provider shall name the City as an additional insured.

21. Confidentiality. Service Provider acknowledges that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials. Unless otherwise specifically agreed in writing, Service Provider agrees to keep and maintain all information provided to it by the City confidential, and not disclose or use same for any purposes unrelated to performance of this Agreement. All document disposal, shredding, or similar services provided by Service Provider shall be performed in such a manner that all confidential information is destroyed or rendered unreadable.

22. Appropriation. To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required. The City shall have no obligation to continue the Agreement in any fiscal year for which no such supporting appropriation has been made.

23. Performance in Conformity with Law. All operations of the Service Provider, including all solid waste disposal and recycling operations, shall be performed in conformity with applicable federal, state, and local laws and regulations. All materials delivered for disposal or recycling shall be disposed of at lawfully licensed and approved facilities, and in accordance with all applicable regulations.

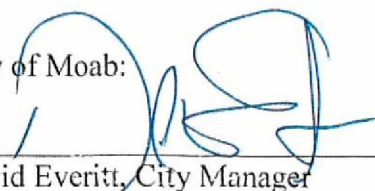
24. Safety. All Service Provider operations shall be performed in conformity with applicable workplace safety regulations. Service Provider shall assure that its employees are properly trained in the use of its equipment and in safe operating practices, and that all employees possess valid driver's licenses of a type applicable to the equipment they operate. Service Provider shall take appropriate personnel action against its employees who are found to engage in unsafe or unauthorized workplace behavior.

- a. Equipment and vehicles used by Service Provider shall at all times be properly licensed for operation on public streets, if applicable. Service Provider shall routinely inspect all equipment and vehicles used in the performance of this Agreement and assure that same is maintained in a safe and operational condition.

25. Governing Law/Venue/Jury Waiver. The laws of the state of Utah govern this Agreement. The sole venue for any legal dispute arising from or concerning this Agreement shall be the courts of Grand County, Utah. In any such proceeding the court shall decide all matters in dispute, without a jury, regardless of the denomination of any claims that might be brought.

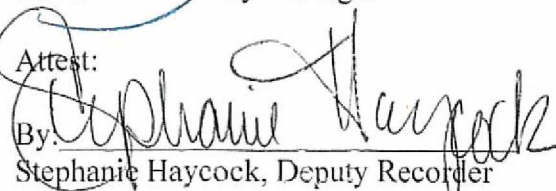
26. Approval. This Agreement is a valid, binding, and enforceable obligation executed after all parties have obtained the necessary authority.

City of Moab:

By: 

David Everitt, City Manager

Attest:

By: 

Stephanie Haycock, Deputy Recorder

03-14-2019
Date

Monument Waste Services, LLC:

By: 

Dan Kirkpatrick, Manager

03-15-2019
Date

ATTACHMENT 1 GENERAL SPECIFICATIONS

Contents:

1. Provision of Services Generally
2. Service Provider's Designated Single Point of Contact
3. Hours of Work
4. Residential Curbside Operational Requirements
5. Commercial Operational requirements.
6. Municipal Facilities Operational Requirements
7. Security Clearance and Worker Identification Requirements for City Facilities
8. Reporting
9. Billing
10. Additional Provisions

1. Provision of Services Generally.

The Service Provider shall provide all labor, equipment, apparatus, appliances, tools, transportation and permits as required for refuse hauling and recycling services from commercial, residential, and centralized outdoor collection sites within the City. The Service Provider will also provide refuse hauling and recycling services for specified City buildings and facilities.

Service Provider shall procure all licenses, pay all charges and fees, and give all notices necessary and incidental to the lawful fulfillment of the services to be provided. All services performed under this contract will be to the highest industry standards for services of this type, done by those normally engaged in this type of business, and shall also comply with all applicable codes and regulations. Service Provider shall comply with all City, State and Federal health and environmental safety laws and regulations while performing the prescribed work.

Service Provider will be held liable for damage resulting from negligence. Multiple incidents of damage or safety violations may be cause for termination of this Agreement and restrictions from future contracts.

2. Communication and Coordination

Service Provider's Designated Single Point of Contact ("SPOC"): Service Provider shall designate a SPOC with whom the City will work to handle all administrative matters related to this Agreement. The SPOC must hold a position that allows them to take appropriate action for immediate problem resolution. The City shall designate a Contract Administrator who will fulfill the same function.

When Service Provider's SPOC is not available (vacation/illness, out of office, etc.), an alternate point of contact name, phone number, and email address shall be provided to the City. Service

Provider shall give the City written notification of any SPOC change within two (2) calendar days of the change. The City requires that Service Provider's SPOC meets with the City's Contract Administrator no less than every quarter to review operational performance issues. The City reserves the right to increase this to a monthly basis at their option in the event it is deemed warranted by the City Contract Administrator. Service Provider will provide minutes of these meetings to the City's Contract Administrator, which will include any action items identified in the meeting, who is assigned responsibility for it, and anticipated date of the item's completion. During these meetings, Service Provider's SPOC will provide updates of any new waste stream reduction opportunities the Service Provider may be able to offer, or notify the City of program reduction(s) related to recycle market changes directed from the MRF's.

Outreach Coordinator: Service Provider will employ an individual no less than 20 hours per week to educate City residents, businesses, and visitors about recycling and waste management practices. This position's responsibilities will include, but are not limited, to:

- Creating and distributing single-stream recycling program information;
- Interfacing with local community groups and individuals who are interested in waste management issues;
- One-on-one customer training and support; and
- Waste and recycling audits and inspections

This position may or may not be also the designated SPOC for Service Provider.

3. Hours of Work; Holidays.

Service Provider shall work with facility managers to determine mutually agreeable collection times for all refuse and recycling containers. Service Provider may not collect waste or recyclables between the hours of 7:00 p.m. and 7:00 a.m. in or adjacent to a residential neighborhood.

Service Provider will maintain reasonable and consistent office hours along with an all-hours emergency contact.

New Year's Day, Christmas Day, and Thanksgiving Day are considered holidays under this Agreement. If any of Service Provider's regularly scheduled service days fall on a holiday, Service Provider will provide collection service on the next regular work day.

4. Residential Curbside Operational Requirements.

The following requirements apply:

- Residential curbside service includes emptying trash and recycling containers.
- Service Provider shall clean up from the grounds any trash or recyclables spilled during the transfer process or such material in the immediate vicinity.
- Service Provider shall provide on-call or emergency pick-up service for any materials requested by the City within 24 hours.

- The City shall have the right to visit and inspect any disposal or recycling sites owned, operated or used by the Service Provider. Service Provider's improper dumping of materials designated on the City's list of recyclables may be cause for immediate cancellation of this Agreement.
- Service Provider shall perform in a manner that eliminates undue noise, safety hazards or damage, and does not create unsanitary or unsightly conditions at centralized pick-up sites or City facilities generally.
- Service Provider 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/or flooding. Service Provider understands that it is responsible for providing solid waste collection services, no matter what the conditions or circumstances are, so long as this contract continues in force. Service Provider is responsible for making all reasonable efforts including, but not limited to providing additional trucks, personnel and equipment, to continue to provide service under such conditions.

Number of Polycarts and Service Level Modifications:

- One 95-gallon recycling polycart shall be located at each residence unless the customer opts-out of recycling service as set forth below.
- One trash polycart – either 95-gallon or 65-gallon – shall be located at each residence.
- Additional trash or recycling polycarts may be located at a residence on a case by case basis. Customer requests to modify the type or number of trash or recycling polycarts at a residence shall be processed during the first sixty (60) day period at the commencement of the Term and in the months of February and October of each year thereafter.
- Residential customers may opt-out of recycling service by electing to do so within the first sixty (60) day period at the commencement of the Term, and in the months of February and October of each year thereafter.
- The City shall be responsible for notifying customers via utility notifications, in English and Spanish, of their ability to modify the range of trash collection and recycling services; the ability to opt-out of recycling services; and of the deadlines for doing so.

Frequency and Timing of Service:

- Regular curbside service shall occur either weekly or every-other-week for trash and every other week for recycling.
- Service Provider shall not commence collection of solid waste in residential areas prior to 7:00 a.m. or continue collection after 7:00 p.m. In the event that there is some type of mechanical failure, equipment problems, or service failure, this restriction may be waived by the City Manager or their designee.
- Additional one-time curbside pickups may be scheduled on an as-needed basis directly with the Service Provider and billed to the residence as established in Attachment 2.

Residential service requirements apply to all long-term residential dwellings, including apartment complexes, trailer parks, manufactured home parks, and other multifamily developments.

Materials to be Recycled: See Attachment 4.

5. Commercial Operational requirements.

Frequency of commercial service. Commercial trash and recycling pickup frequency and volume are negotiated between the Service Provider and commercial customers on an individual basis. Service Provider will work closely with commercial customers to right-size their polycart, and encourage group use of polycarts in order to maximize the efficient collection of trash and recycling.

Rates for commercial customers are set forth in this Agreement (see Attachment 2).

6. Municipal Facilities Operational Requirements.

Service Provider shall pick up trash and recyclables from municipal bin locations at a frequency and at locations described in Attachment 2. Materials that will not be collected include: construction debris, concrete, asphalt, dirt, hazardous wastes, light bulbs, batteries, surplus scrap metals, appliances, refrigerators, and electronic waste (computers and electronic equipment).

The following items will be provided by the Service Provider to facilitate collections at the municipal bin locations:

- **Trash Containers:** Service Provider shall at minimum furnish fixed-hinge, covered trash containers in good condition, with appropriate locking devices as needed, of the size and quantity required as described in Attachment 2. Other equipment such as polycart containers or compacting containers may be designated for trash collection in some instances. All containers must be approved by the City prior to placement.
- **Roll-Offs:** Periodically, "on call" roll-off bin deliveries may be requested by authorized City personnel for trash removal in excess of normal subscription levels of trash service. Service Provider shall furnish roll-off boxes (e.g., 20 yd) in a clean, serviceable condition and which feature weather-resistant covers, for waste collection.

Service Provider shall provide one roll-off trash container upon request per month at a location designated by the City at no additional charge; additional roll-off containers shall be provided at the rate described in Attachment 2.

- **Recycling Containers:** Service Provider shall at minimum furnish outdoor recycling containers e.g., Dumpsters, in good condition, with appropriate locking devices as needed, of the size and quantity required for the cubic yard or gallon quantity as described in Attachment 2. All new and replacement recycling containers for City facilities, businesses and residents will be rolled and lidded 95-gallon polycarts.
- **Indoor Recycling Containers:** Service Provider is to provide indoor recycling containers e.g., 95-gallon wheeled polycarts with for recycling collection in breakroom areas.
- **Signage:** Service Provider shall furnish signage for trash and recycling containers as provided for use in outdoor collection sites. At a minimum, signage shall clearly identify items accepted (for recycling polycarts), labeling and other means such as color-coded container lids for trash and recycling polycarts that clearly differentiates them from one another, and contain contact information for the Service Provider.

Additionally, Service Provider shall furnish appropriately sized containers upon request as new or expanded recycling opportunities develop, material collection strategies change, or changes in service levels are needed. This may include but is not limited to: dumpsters, cardboard cages, polycarts or compacting recycling polycarts as approved by the City.

7. Security Clearance and Worker Identification Requirements for City Facilities.

Prior to beginning work under this Agreement, any Service Provider employees who will work on this Agreement must obtain a background clearance using Utah Database Investigations and/or Utah Bureau of Investigations-Crime Information Center. Security clearance requirements applies in particular to: personnel who handle secure documents destruction services and personnel entering secured areas such as police services, water treatment facilities, wastewater treatment facilities, and the trash and recycling pickup area at City Hall. It may be extended at the City's discretion to any personnel who enter City premises in the course of duties.

8. Reporting.

The City has set ambitious carbon footprint and waste diversion goals, both for municipal functions and the community as a whole. The following reporting requirements are structured to assist with measuring and tracking variables related to those goals as well as for customer service metrics:

- Quarterly (provided within 15 days of the end of each month):
 - An Exceptions Report that shall include:
 - For municipal facilities:
 - Any extra service requests by the City for municipal facilities trash removal and/or recycling beyond the normal service level to which that department or location subscribes.
 - Overflowing or underutilized municipal facility containers. One-time issues need not be reported. If the condition recurs on a consistent basis, a photo of the condition is to be included.
 - Missed pickups. If these are caused by a condition onsite such as snow and ice buildup or blocked access, a photo of the condition is to be included.
 - For residential and commercial operations:
 - Missed pickups. If these are caused by a condition onsite such as snow and ice buildup or blocked access, a photo of the condition is to be included.
 - A list of corrective actions taken in the case of broken or tagged polycarts and any other service complaints.
 - A Volumes Report that includes the amounts of trash (landfill) material and recyclable material collected citywide.
- Annually (provided by January 30th of each year):
 - The average weight per yard for trash and recycling ("Volumes Report") in order to verify that an accurate conversion factor was generated by the Service

Provider. The City requires that all single-stream material collected for recycling must be reported in weights; the weights of single-stream material must be reported in tons.

- Annual gross revenues and costs associated with the disposition of recyclables.
- A review of existing municipal practices and a summary report detailing observations, recommendations and opportunities for improvement.

In addition, at least one on-site audit of trash and recycling will be performed each year of the Agreement by the Service Provider, at a site to be selected by the City, per the protocol for audits provided to the City (See Attachment 4).

9. Billing.

The following apply to the billing process.

- The City shall prepare for the Service Provider's approval a billing summary that shows the total amount billed to customers as provided for herein. The billing summary shall be presented by the City Treasurer to the Service Provider for review and approval by the last day of each month. Service Provider shall review and approve the billing summary within two (2) business days of presentation to the Service Provider by the City Treasurer. Within three (3) business days after Service Provider approves the billing summary, City shall pay Service Provider the amount shown on the approved billing summary. The approved billing summary shall constitute a written request for payment by the Service Provider. The contract revenue payable to the Service Provider shall be the amount billed to customers pursuant to the approved request for payment, less the Administrative Fee (see below).
- Service Provider shall provide a single monthly billing statement to the City Treasurer that itemizes service fees for each municipal facility location's subscription service level, listed by the appropriate location.
- Service Provider will provide a separate, itemized bill to the Treasurer for any extra services rendered to a municipal facility location per the Exceptions Report referenced above.
- All payments for extra municipal services will be made by the City on a net-30 days' basis from the date of the invoice.
- The City reserves the right to withhold or deduct payment to the Service Provider for missed or skipped pickups.
- Adjustments to any month's billing summary may be made in subsequent months if approved in writing by the City Treasurer and the Service Provider. In its discretion, the City may deduct from Contract Revenue any refund owing a customer due to a billing error, retroactive to a maximum of two (2) months (without proration) from the date the correction is made. In the event that the City determines from time to time that a customer account is deemed uncollectible, then the parties agree that the Service Provider's 50% share of the uncollected sums shall be deducted from the Contract Revenue payable on the next succeeding month. Review of uncollectible accounts shall take place at least annually.

Administrative Fee.

- The City will deduct an Administrative Fee of up to six percent (6%) of the total payable to the Service Provider to cover City expenses for customer service, billing services, and

administration, excluding city-billed municipal facilities.

Unpaid accounts.

- The City shall promptly pursue collection of unpaid accounts, whether by issuing shut-off notices or by other collection means. In the event that the City determines, at its discretion, that delinquent accounts are uncollectible, then the Parties agree that fifty percent (50%) of the sums owing and deemed uncollectible shall be excluded from the Contract revenue.
- When an account is unpaid for two months consecutively, the City shall promptly notify the Service Provider and solid waste service shall be suspended until the sums owing are either paid by the customer or the City otherwise determines to restore service.

Unoccupied Residential Units.

- Residential units that are unoccupied for periods in excess of thirty days, as determined by the City Treasurer, shall not receive solid waste collection service and shall not be counted toward the total revenue payable to the Service Provider under this section.
- Service Provider shall be notified when residential units are unoccupied and shall be allowed to suspend service and remove the approved containers.

Type of Use Controls Rates.

- The solid waste collection rate applicable to a given property shall be based upon the type of land use, whether commercial or residential, regardless of the type of container used by the customer. Properties with more than one land use type may be charged the higher applicable rate.

10. Additional Provisions.

Service Provider shall maintain all trash and recycling containers in a clean, sanitary and serviceable condition at all times, and shall wash and sanitize containers as needed and upon request with an occurrence fee as listed in Attachment 2

Service Provider shall suitably repair or replace any malodorous, vandalized or damaged containers. Corrective action is to be taken to remedy the situation within one (1) week of notice to the Service Provider.

Rate changes must be approved by the City Council upon a showing of good cause, as provided in the Agreement.

Service Provider shall purchase from the City all of the current 95-gallon polycarts in use for \$1 (one dollar) each. Service Provider is solely responsible for the recycling or disposal of said polycarts.

Large item/bulky waste collection and processing will be available to commercial and residential customers at the rates listed in Attachment 2.

At a point mutually agreed upon by the Service Provider and the City, the Service Provider shall

participate in a pilot compost program, which may be subject to a separate agreement between the Parties.

ATTACHMENT 2 RATES AND FEES

1. Definitions:

The following definitions apply to this attachment:

- **Reload Fee:** Assessed to customers when cleanup or overflow occurs and the Service Provider must reload the container.
- **Occurrence Fee:** Assessed to customers for any container or cart delivery, removal, exchange or cleaning upon request.
- **Special pickup Fee:** Assessed when a customer requests an off-route pickup for overflow or special event.

2. Residential and commercial rates:

City of Moab - Commercial Residential Pricing - Trash Recycle - 2019

Commercial & Residential Services 2019 - Solid Waste Collection - City of Moab Franchise Pricing										
TRASH	Reload	Special Pickup	Bi-Weekly	1-X-Week	2-X-Week	3-X-Week	4-X-Week	5-X-Week	6-X-Week	7-X-Week
	Commercial Residential	Commercial Residential	↓	↓	Residential Trash - Options are EOW (Single Cart) -or- Weekly (Single/Multiple Carts)					
65-GL - Trash Polycart	\$ 5	\$ 10	\$ 12	\$ 16	\$ 32	\$ 48	\$ 64	\$ 80	\$ 96	\$ 112
95-GL - Trash Polycart	\$ 5	\$ 10	\$ 14	\$ 18	\$ 36	\$ 54	\$ 72	\$ 90	\$ 108	\$ 126
Multiple Cart Pricing for each Additional Cart →			NA	\$ 18	\$ 36	\$ 54	\$ 72	\$ 90	\$ 108	\$ 126
2-YD - Trash Container	\$ 20	\$ 30	\$ 40	\$ 64	\$ 120	\$ 182	\$ 243	\$ 307	\$ 387	\$ 482
Add To Base Rate For Each Additional Container →			\$ 34	\$ 54	\$ 102	\$ 154	\$ 207	\$ 261	\$ 329	\$ 410
3-YD - Trash Container	\$ 30	\$ 40	\$ 47	\$ 79	\$ 149	\$ 223	\$ 296	\$ 370	\$ 460	\$ 566
Add To Base Rate For Each Additional Container →			\$ 40	\$ 67	\$ 126	\$ 189	\$ 252	\$ 315	\$ 391	\$ 481
4-YD - Trash Container	\$ 40	\$ 50	\$ 56	\$ 94	\$ 177	\$ 262	\$ 348	\$ 435	\$ 537	\$ 656
Add To Base Rate For Each Additional Container →			\$ 48	\$ 80	\$ 150	\$ 222	\$ 296	\$ 370	\$ 457	\$ 557
6-YD - Trash Container	\$ 60	\$ 70	\$ 74	\$ 124	\$ 233	\$ 343	\$ 454	\$ 565	\$ 692	\$ 836
Add To Base Rate For Each Additional Container →			\$ 63	\$ 105	\$ 198	\$ 291	\$ 386	\$ 481	\$ 589	\$ 710
8-YD - Trash Container	\$ 80	\$ 90	\$ 92	\$ 154	\$ 290	\$ 427	\$ 566	\$ 704	\$ 859	\$ 1,030
Add To Base Rate For Each Additional Container →			\$ 79	\$ 131	\$ 246	\$ 363	\$ 481	\$ 599	\$ 731	\$ 876

Commercial & Residential Services 2019 - Single-Stream Recycle Collection - City of Moab Franchise Pricing										
RECYCLE	Reload	Special Pickup	Bi-Weekly	1-X-Week	2-X-Week	3-X-Week	4-X-Week	5-X-Week	1 X Week	2 X Week
	Commercial Residential	Commercial Residential	↓	Residential Single-Stream Recycle Service is Every Other Week - Only					Multifamily	
95-GL - Recycle Polycart	\$ 5	\$ 10	\$ 12	\$ 16	\$ 32	\$ 48	\$ 64	\$ 80	\$ 30	\$ 60
Add To Base Rate For Each Additional Cart →			\$ 12	\$ 16	\$ 32	\$ 48	\$ 64	\$ 80	Additional Carts	
2-YD - Recycle Container	\$ 20	\$ 30	\$ 33	\$ 54	\$ 102	\$ 153	\$ 205	\$ 259	Trash +\$18	Recycle +\$12
Add To Base Rate For Each Additional Container →			\$ 28	\$ 46	\$ 86	\$ 130	\$ 175	\$ 220	Recycle Services are limited to 5 Days Per Week for Commercial, Mobile Home Parks, Apartments, HOA's and Multi-Family Accounts	
3-YD - Recycle Container	\$ 30	\$ 40	\$ 41	\$ 69	\$ 130	\$ 195	\$ 259	\$ 323		
Add To Base Rate For Each Additional Container →			\$ 35	\$ 59	\$ 110	\$ 165	\$ 220	\$ 275		
4-YD - Recycle Container	\$ 40	\$ 50	\$ 50	\$ 84	\$ 158	\$ 234	\$ 311	\$ 389		
Add To Base Rate For Each Additional Container →			\$ 43	\$ 71	\$ 134	\$ 199	\$ 264	\$ 330		
6-YD - Recycle Container	\$ 60	\$ 70	\$ 68	\$ 114	\$ 214	\$ 315	\$ 417	\$ 520		
Add To Base Rate For Each Additional Container →			\$ 58	\$ 97	\$ 182	\$ 268	\$ 355	\$ 442		
8-YD - Recycle Container	\$ 80	\$ 90	\$ 86	\$ 144	\$ 271	\$ 399	\$ 529	\$ 659		
Add To Base Rate For Each Additional Container →			\$ 73	\$ 122	\$ 230	\$ 339	\$ 450	\$ 560		
Reload Fee - Assessed to Customers when cleanup or overflow occurs and Monument Waste Personnel must reload the Cart								\$5 Per Cart	See Trash Prices Above	
Special Pickup - Assessed when a Customer requests an off-route pickup for overflow or special event								\$10 Per Cart	See Recycle Prices Above	
Occurrence Fee - Assessed to Customers for any Container or Cart - Change of Service, Removal or Cleaning								\$10 Per Cart	\$25 Per Container / Dumpster	

3. Municipal facilities service rates:

Trash and recycling:

	High Season (March-October)	Low Season (November-February)
Animal Shelter**	\$212	\$212
MARC	\$95	\$50
Center St. Ballfields	\$150	\$75
City Center	\$140	140
Public Works Office/Shop	\$172	\$172
Lions Park	\$50	35
Old City Park	\$184	\$95
MRAC	\$95	\$50
Rotary Park	\$184	\$92
Swanny City Park	\$600	\$300
WRF office	\$50	\$50
Main Street containers	\$1,200	\$600
Totals	\$3,132	\$1,871
Blended Annual Rate:	\$32,540	

**Includes carcass disposal

Sludge hauling from Wastewater Reclamation Facility (as needed):

Roll off boxes	3	1: 30 cubic yard	
2 :10 cubic yard	\$200 per haul		
Forklift hopper	2	1 cubic yard	No charge
Forklift hopper	1	2 cubic yard	No charge

4. Transfer station drop-off rates for City Departments (not public rates):

City of Moab - MWS Transfer Station Price Sheet			
Drop-Off Location - 2295 S Hwy 191 Moab, UT - 3 Miles South of Moab			
Household Hazardous Waste - Paint - Stains - Pesticides - Cleaning Chemicals		HHW Day - each May	
Polycart - City Green Cart (96-GL)		\$ 5.00	Each
Grass / Leaves / Brush / Weeds / Yard Debris / Small Branches / Limbs		\$ 5.00	Per Yard
Pallets - Reusable Condition (Wood or Plastic)		No Charge to Drop Off	
Cardboard - Clean & Flattened		No Charge to Drop Off	
Organics - Food Waste		To be Determined when a Program becomes Available	
Mattress -or- Box Springs - Twin/Full - Queen - King	(per item)	\$ 5.00	Each
TV's Up to 36" and Electronics		\$ 5.00	Each
Appliances - Clothes Dryer - Washing Machine - Stove - Dish Washer - Water Heater		\$ 5.00	Each
Arm Chair / Recliner / Love Seat / Futon / Sofa / Sleeper Sofa		\$ 5.00	Each
Dresser - Tables - Chairs - Misc. Small Furniture - Sink - Toilet		\$ 5.00	Each
Tires - (Car and Pickup - Up to 20")	(No Rim)	\$ 5.00	Each
Clean - Scrap Steel - Metal	(No Complete Vehicles of any Kind)	No Charge to Drop Off	
Refrigerator / Freezer / AC Unit	(Any unit that needs Freon Removed)	\$ 15.00	Each
Animal Carcass (Small)	Cat - Dog - Skunk - Coyote	\$ 5.00	Each
Animal Carcass (Large)	Pig - Goat - Sheep - Deer	\$ 10.00	Each
Non-Compacted Household Trash - Pickup - Stake Bed - Dump Trucks - Trailer Loads		\$ 8.00	Per Yard
C&D Debris - Heavy Material (Wood - Sheetrock - Construction Debris - Tree Branches)		\$ 12.00	Per Yard
<u>Cubic Yard Calculation</u>			
Length X Width (=) X Height (=) / 27 CF = Cubic Yard(s)			
WE DO NOT ACCEPT THE FOLLOWING			
Concrete - Asphalt - Dirt - Sod - Rock - Stone - Sand - RR Ties Asphalt Shingles Large Tree Stumps or Rail Road Ties. Please take these heavy non-compactable materials directly to the Solid Waste District - Moab Landfill on Sand Flats Road			

ATTACHMENT 3
MATERIALS TO BE ACCEPTED BY SERVICE PROVIDER FOR RECYCLING

1. Newspaper (ONP) - including all inserts
2. Cardboard (OCC) - boxes should be broken down flat
3. Chipboard Boxes - Cereal & Tissue type
4. Magazines and Glossy Print
5. Junk Mail / Bulk Mixed paper
6. Office Paper - White & Colored
7. Plastic bottles & tubs (#1 and #2 only)
8. Aluminum beverage containers
9. Tin cans
10. Glass bottles and jars - beverage and food containers
11. Aseptic Containers (milk, juice, broth, etc.)
12. Styrofoam "packing blocks" only - No packing peanuts, cups or plates
13. Hot beverage paper cups

ATTACHMENT 4 AUDIT AND REPORTING PROTOCOLS

The City aspires to be the leader in the community in moving towards zero waste through its own initiatives in waste reduction and recycling. Auditing -- in other words, evaluating the contents of trash collection containers and recycling polycarts -- provides an understanding of the organization's current waste composition, reduction opportunities and employee training gaps.

The City and Service Provider will work collaboratively to implement audits using the following specifications:

1. Trash and recycling audits shall commence at one municipal and one commercial site per year at a minimum and maximum of two per year. Locations to be agreed upon in advance between City and Service Provider. Service Provider will be responsible for carrying out audits but will keep the City informed in the event City employees are available to participate.
2. Trash audits will be used to determine how much recyclable material is being inappropriately discarded.
3. Recycling audits will be used to determine how much foreign material is being inappropriately placed in recycling polycarts, which creates contamination that reduces the value of the recyclables.
4. The following categories of materials found during audits will be evaluated:
 - Recyclables
 - Compostables
 - High volume hard-to-recycle items
 - Landfill Material
5. Containers will be emptied onto tarps laid on the ground for the purpose of auditing. Contents may need to be manually spread out for better evaluation. Contents will be quantified with verbal descriptions and general percentages of the overall sample, and digital photos will be taken to aid with reporting and assessment. Upon completion of audit, all materials/trash will be replaced in original containers for collection on the next scheduled pick-up date.
6. A final report will be submitted within four weeks after the audit by the Service Provider, including pictures of each category of waste found in the trash/recycling container, and recommendations on how to increase the waste diversion of the facility that was audited.

ATTACHMENT 5 INSURANCE REQUIREMENTS

For the duration of the Agreement the Service Provider will provide, from insurance companies authorized to conduct business in the State of Utah, the insurance coverage designated below and pay all premiums. Before commencing work under this Agreement, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

“The insurance evidenced by this Certificate will not be cancelled, except after thirty (30) days written notice has been received by the City of Moab.”

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- Workers' Compensation insurance with statutory limits as required by Utah law.
- Commercial General Liability and Vehicle Liability. The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. The amount of insurance for each coverage, Commercial General Liability and Vehicle, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.