

RESOLUTION NO.

16-09

TITLE: A RESOLUTION APPROVING THE EXTENSION OF THE WASTE COLLECTION SERVICES CONTRACT WITH GATOR RUBBISH REMOVAL, LLC

WHEREAS, the Town Council, pursuant to C.R.S. § 30-15-401(7.5), has the express authority to require the use of a single residential waste disposal services provider in the Town and to impose a user fee for the provision of such services; and

WHEREAS, on March 18, 2009, the Town entered into an agreement with Gator Rubbish Removal, LLC ("Gator") to provide residential curbside waste collection; and

WHEREAS, on June 2, 2010; May 4, 2011; March 21, 2012; April 17, 2013; and on August 6, 2014 that contract was amended to extend the agreement and to adjust rates and terms; and

WHEREAS, the Town and Gator wish to extend the current contract, as amended, through December 31, 2016,

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

Section 1. Curbside Waste Collection Fees. Curbside waste collection fees shall not exceed Fourteen Dollars and Fifty Cents (\$14.50) per month for single residential customers using their own cans; Fifteen Dollars and Fifty Cents (\$15.50) per month for single residential customers using one (1) Gator cart, with Four Dollars (\$4.00) charged per month per each additional Gator cart used. Gator will continue to bill on a quarterly basis. Said curbside waste collection fees will become effective on April 20, 2016.

Section 2. The Waste Collection Services Contract Addendum between the Town and Gator, attached as Exhibit A, is approved, and the Mayor is authorized to execute the same on behalf of the Town.

INTRODUCED, READ and PASSED this 20th day of April, 2016.



TOWN OF HUDSON, COLORADO


Raymond L. Patch, Mayor


Linnette Barker, Town Clerk

ADDENDUM TO WASTE COLLECTION SERVICES CONTRACT

THIS ADDENDUM TO WASTE COLLECTION SERVICES CONTRACT (the "Addendum") is made and entered into this 20th day of April, 2016, by and between the TOWN OF HUDSON, Colorado (the "Town"), organized under the laws of Colorado as a home rule municipality, and Gator Rubbish Removal, LLC, an independent contractor with a principal place of business at 883 Baseline Place, Brighton, Colorado, 80603 (the "Disposal Company").

WHEREAS, the Town has previously determined to legislatively establish that one disposal company may do business in the residential area of the Town;

WHEREAS, the Town entered into that Waste Collection Services Contract dated March 18, 2009 (the "Original Contract") with Disposal Company;

WHEREAS, the Original contract has been extended and amended both to extend the term and to adjust the rates to be charged under the Original Contract; and

WHEREAS, the Town now desires to extend the Original Contract by this Addendum to provide trash services to residential units within the Town through and including December 31, 2016.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and based upon the representations and subject to the terms and conditions hereinafter expressed, the parties hereto agree as follows:

1. Term. The term of the Original Contract, as amended, is hereby extended through and including December 31, 2016. The Town and the Disposal Company shall have the right to terminate this Contract at any time upon ninety (90) days written notice. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating this Contract.

2. Rates. The rates shall be as set forth in Town of Hudson Resolution 14-18, Series of 2014.

3. Integration. Except as modified herein, the Original Contract is in full force and effect and is hereby ratified by the Town and the Disposal Company.

