

**RESIDENTIAL CURBSIDE COLLECTION AND RECYCLING AGREEMENT  
(FORMERLY KNOWN AS THE “BLUE BAG” PROGRAM)**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Gillette, a Wyoming municipality of the first class, and whose address is P.O. Box 3003, 201 East 5<sup>th</sup> Street, Gillette, Wyoming 82716, hereinafter "City" and Western Waste Solutions, Inc., P.O. Box 1494, Gillette, Wyoming 82717, hereinafter "Service Provider" who do hereby stipulate and agree as follows:

1. SERVICES TO BE PROVIDED. The Service Provider shall furnish all labor and services for the operation of a curbside “blue bag” recycling program as more fully set forth herein.

2. COMPENSATION. The City shall tender the sum of five dollars (\$5.00) per month to Service Provider for each residential household customer (“billable customer”) registered with the City for curbside recycling services. Service Provider shall be responsible to ensure that all billable customers are provided curbside recycling services, on a weekly basis, as more fully set forth in this Agreement.

3. INVOICING BY SERVICE PROVIDER. The Service Provider shall invoice the City by the 5th day of each month for the prior month under which services are provided. The City shall tender payment to the Service Provider within thirty (30) days of invoicing.

4. BILLING FOR SERVICES PROVIDED. The City shall undertake the billing and collection of all sums due and owing from any billable customer under this Agreement. The City shall compile, update and maintain a list of all participants registered with the City for the program. The City shall be responsible for updating the Service Provider with the current names and addresses of all billable customers participating in the program on a “real time” basis. It is expected that Service Provider will begin providing services to each newly registered billable customer beginning the week immediately following registration.

5. COLLECTION COSTS. The City shall be solely responsible for the billing and collection of any amounts due and owing by billable customers seeking to participate in the curbside recycling program. The responsibility of collecting all delinquent accounts, bad debt, and other charges shall be the sole responsibility of the City.

6. ITEMS TO BE COLLECTED. The Service Provider shall collect the following recyclable items and commodities which may be placed curbside by billable customers: aluminum cans, steel cans, plastic bottles bearing the universal recycling symbol, glass bottles and jars (with lids removed). Corrugated cardboard shall be collected if placed flat and underneath the bags to be collected. Billable customers shall be required to place all recyclable items and commodities in “blue” or clear plastic bags by which the contents may be readily ascertained. The Service Provider shall have the right to reject, and refuse to collect, items which do not comply with its requirements as more fully set forth herein.

7. ADVERTISING AND MARKETING. The City and the Service Provider shall both undertake best efforts to provide information to potential and existing billable customers of the curbside collection and recycling program so as to maximize participation within the City.

a. By the City. The City shall make use of advertising through social media, public meetings, public access television, newspaper advertisements, and other outlets for City information in order to maximize participation. Advertising undertaken by the City shall remind billable customers of the need to have items placed curbside by 7:00 a.m. on the designated day for pick-up.

b. By the Service Provider. The Service Provider shall undertake its own marketing and advertising in order to increase participation in the City. Said marketing and advertising shall include an educational program by which the Service Provider shall inform potential and existing billable customers of the items to be recycled, the regularity by which items should be placed curbside, and other information as may be required for success of the program.

8. TRANSFER OF OWNERSHIP. All recyclable items, commodities, and bags collected by Service Provider shall become the property of the Service Provider. Service Provider shall be required to either provide these items to a recycling facility, or in the event of contamination, dispose of the collected items accordingly. Neither the City, nor the billable customer shall be responsible for the items once they have been collected by the Service Provider.

9. DISPUTES WITH RESIDENTIAL CUSTOMERS. The Service Provider shall undertake best efforts to resolve any disputes with regard to billable customers of the program. Any calls or complaints received by the City shall be promptly forwarded to the Service Provider for resolution. Disputes with regard to billing and collection shall be addressed by the City, and all other disputes shall be resolved by the Service Provider.

10. RIGHT TO REJECT ITEMS. The Service Provider shall have the right to reject recyclable items, commodities, and bags which are placed curbside by non-participants in the program, or in the event the items are contaminated. In the event the Service Provider rejects items placed curbside for collection, the Service Provider shall provide, to the resident, a written explanation for the basis for the rejection. If the Service Provider rejects items placed curbside due to the resident not being registered with the program, the Service Provider shall encourage the registration of the resident not participating in the program, however, the Service Provider shall determine in its sole discretion whether to collect items placed curbside for which registration in the program has not occurred.

11. RECORD KEEPING BY SERVICE PROVIDER. The Service Provider shall keep and maintain records, including weight tickets, and provide those prior to invoicing the City for services provided. The Service Provider understands and acknowledges the need for accurate information to be timely provided as a condition of this Agreement.

12. INDEMNITY. The Service Provider shall indemnify and hold harmless City of Gillette from and against any claim of, or liability for, negligent error or omission of the Service Provider under this Agreement. Nothing in this document shall be read to constitute or to require

a waiver of any rights of the City under the doctrine of sovereign immunity, or a waiver of its immunity under the Wyoming Governmental Claims Act, §1-39-101 et seq.

13. INSURANCE. Service Provider currently maintains an insurance policy on file with the City of Gillette as a private hauler within the City. The Service Provider shall continue to maintain such insurance as may be required to indemnify, protect, and defend the City from any action or claim arising hereunder.

14. SAFETY AND LICENSING. The Service Provider shall insure compliance with all regulatory agencies with regard to work place safety and licensing. The Service Provider shall become familiar with and abide by pertinent City of Gillette safety policies and procedures. Service Provider shall be solely responsible for determining and implementing the appropriate safety program required to ensure the safety and welfare of its employees. Service Provider shall be solely responsible for providing training, personal protection equipment, and supplies necessary for the safe operation of its safety program. The Service Provider shall exercise that degree of skill, care, and judgment commensurate with the professional standards for the services of a similar nature in Wyoming.

15. TERM. This Agreement shall remain in full force and effect for an initial term of two (2) years. Thereafter, the Agreement shall automatically renew under the same terms and conditions for successive one (1) year terms.

16. TERMINATION. Regardless of any language contained herein to the contrary, either party may terminate this Agreement, without penalty, upon providing the other party thirty (30) days written notice of termination at the addresses first set forth above.

17. ASSIGNMENT. The Service Provider shall not transfer, assign or subcontract any obligations or duties required by the Service Provider without the prior written consent of the City.

18. EFFECTIVE DATE. The undersigned stipulate and agree this Agreement shall only become effective upon the registration of a minimum of nine hundred (900) billable customers being registered with the City of Gillette to participate in the residential curbside collection of recyclable materials. Service Provider shall begin to provide services under this Agreement within thirty (30) days of this Agreement becoming effective.

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WESTERN WASTE SOLUTIONS, INC.

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Dave Naughton, President

CITY OF GILLETTE

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Louise Carter-King, Mayor

(S E A L)  
ATTEST

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Karelene Abelseth, City Clerk