

Ordinance No. 101

AN ORDINANCE AUTHORIZING THE ENTERING INTO OF AN AGREEMENT BY THE VILLAGE OF SAINT ELIZABETH, MISSOURI, WITH ENVIRONMENTAL SANITATION MANAGEMENT, INC., OF ELDON, MISSOURI, FOR COLLECTION AND DISPOSAL OF SOLID WASTE.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF SAINT ELIZABETH, MISSOURI, AS FOLLOWS:

Section 1. The Town of Saint Elizabeth is hereby authorized to enter into an agreement with Environmental Sanitation Management, Inc., of Eldon, Missouri, for the collection and disposal of solid waste in a manner set forth in the attached Agreement herewith authorized and made a part hereof.

Section 2. The Chairman of the Board of Trustees is hereby authorized to execute said Agreement for the collection and disposal of waste on behalf of the Town.

Section 3. This ordinance shall be effective from the date of its passage.

passed and approved this 30th day of May, 1978.

Alfred Dickmeit
CHAIRMAN

Joan Doerkhoff
VILLAGE CLERK

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30th day of May, 1978, by and between the Town of St. Elizabeth, Missouri, hereinafter called "City" and Environmental Sanitation Management, Inc., P.O. Box 267, Eldon, Missouri, hereinafter called "Contractor".

WITNESSETH:

1. This Agreement shall be for an indefinite term and may be terminated by either party upon written notice 90 days prior to the anniversary date of this contract.
2. During the term of this Agreement, Contractor shall have the exclusive right to collect, remove and dispose of residential and commercial solid waste as defined in Ordinance No. 101 in the Town, and shall furnish all labor, vehicles, tools, equipment and any other necessary facilities therefore in accordance with the terms and conditions of this Agreement and Ordinance No. 101. This Agreement shall not eliminate the right of an individual occupant or commercial establishment to collect, remove and dispose of their own solid waste provided it is collected and disposed of in a manner set forth in Ordinance No. 101.
3. Contractor shall provide for each vehicle used in the work covered by this Agreement liability insurance in companies and form satisfactory to the City in a sum of not less than \$100,000 for any one person and the sum of \$500,000 for any two or more persons who may be injured in any one accident, and the sum of \$50,000 for any property damage at any time by reason of the carelessness or legally recognizable negligence of the driver or operator of each such vehicle used in the work covered by this Agreement. Such insurance shall be maintained in force during the term of this contract and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. A verified copy of such insurance policy or policies shall be filled with City, together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended or terminated without thirty (30) days prior written notice having been given to City. Contractor shall furnish City with adequate evidence that Contractor has obtained and is maintaining in force Workmen's Compensation Insurance as prescribed by the law of the State of Missouri.
4. Contractor shall provide one collection per week to residential customers using the service provided, however, that if a holiday for Contractor's employees occurs on a regular scheduled collection day, the solid waste will be

6. The contract shall not be assignable or transferable by Contractor, nor shall any services be performed by a subcontractor for Contractor without the consent in writing of City.

7. In consideration of the full and complete performance of this contract by Contractor, the Contractor shall have the right to levy and collect charges for residential services performed in accordance with the attached schedule of rates. Commercial rates vary in accordance with the volume of waste generated, and shall not be subject to percentage increases any greater than those set forth in the attached Schedule of rates for residential collection.

8. All solid wastes collected by the Contractor shall be disposed of at a processing facility or disposal area approved by the State and complying with all requirements of the Missouri Department of Natural Resources.

9. This Agreement, Schedule of Rates and Ordinance No. 101 as amended to date, comprise the contract between the parties. The Contractor shall fully comply with all the requirements of each such document whether same is contained in the other documents or not.

BY

Alfred Dickmeiter

VILLAGE OF SAINT ELIZABETH CHAIRMAN OF
THE BOARD OF TRUSTEES

ATTEST:

Joan Daerhoff
VILLAGE CLERK

ENVIRONMENTAL SANITATION MANAGEMENT, INC.

BY

Lud A. Nichols

President

CONTRACTOR

RESIDENTIAL SCHEDULE OF RATES

Contract between Village of Saint Elizabeth, Missouri

and

Environmental Sanitation Management, Inc.

I. FIRST YEAR

For the residential solid waste service described herein and in Ordinance
No. 101.

\$5.00 per dwelling unit per month until May 1, 1979.

II. MAY 1, 1979 AND SUCCEEDING YEARS

\$5.00 per dwelling unit per month plus a percentage increase equal to the percentage increase equal to the percentage increase in the United States Consumer Price Index* during each succeeding year of the Agreement. The increases may be taken annually or allowed to accumulate for more than one year before the rate is increased correspondingly, however, the percentage increases shall never be greater than the Consumer Price Index increases without special written consent of the City.

*The United States Consumer Price Index is determined by the United States Department of Labor and reported monthly by the Kansas City Bureau of Labor Statistics, 911 Walnut Street, Kansas City, Missouri. The latest available monthly index which is 188.4 and was reported for the month of February, 1978, will be used as a base to determine annual increases in the Index thereafter.