

ORDINANCE 901

AN ORDINANCE AMENDING CHAPTER XV UTILITIES, ARTICLE 5, SOLID WASTE, OF ARTICLE 5, IN CHAPTER XV OF THE CODE OF THE CITY OF BURLINGTON, KANSAS, 2017 EDITION; AND REPEALING ORDINANCE 892.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BURLINGTON, COFFEY COUNTY, KANSAS:

SECTION 1. Section 15-540 of Article 5, in Chapter XV, of the Code of the City of Burlington, Kansas, Edition 2017, be and the same is hereby amended to read as follows:

Section 15-540. Payments to Contractor.

When solid waste collection and disposal service is provided by a contractor for residential solid waste service, such revenue shall be paid out in the following manner:

- (a) Once a month the City Clerk shall remit to the contractor Thirteen Dollars and Twenty-Three Cents (\$13.23) per residence unit fee collected.
- (b) Once a month the City Clerk shall remit to the general fund of the City Fifty-two Cents (\$.52) per residence unit fee collected, as reimbursement for monthly billing and collection expenses of the City.

SECTION 2. Section 15-541, of Article 5, of Chapter XV, of the Code of the City of Burlington, Kansas, Edition 2017, be and the same is hereby amended to read as follows:

Section 15-541. Rates for Solid Waste Service.

- (a) The Governing Body shall determine and set the rates to be charged for residential solid waste service in the City, whether provided by the City or by a contractor holding a valid contract and license with the City, for collection and disposal of solid waste as required by this chapter.
- (b) The Governing Body hereby finds and determines that the monthly rates or charges for collection and disposal of residential solid waste by the City or by a contractor holding a valid contract and license with the City, shall be as specified below, subject however, to such changes therein and revisions thereof as may be deemed necessary from time to time by the City.
 - (1) Residential rate: Single and multi-family regular monthly solid waste service rate per dwelling unit per month, Thirteen Dollars and Twenty-Three Cents (\$13.23), plus a City Fee of Fifty-two Cents (\$0.52), for a total of Thirteen Dollars and Seventy Five Cents (\$13.75).
 - (2) Commercial and/or Industrial rate per month: (Billed by Contractor, and subject to change by Contractor.)
 - (a) 3-35 Gallon Containers: 1 weekly stop \$30.88
 - (b) 2 Yard Containers: 1 weekly stop \$61.81 2 weekly stops \$96.33 3 weekly stops \$144.49
4 weekly stops \$193.22 5 weekly stops \$240.83
 - (3) Special Haul Service Rate: Collection requested by owners or occupants for bulky material, requiring special handling and hauling, the charges shall be negotiated between the customers and the City or contractor prior to collections. If charges cannot be agreed upon between the customer and contractor, the matter may be submitted to the City Governing Body and their decision shall be binding."

SECTION 3. That original Section 15-540 of Article 5 and Section 15-541 of Article 5, all in Chapter XV of the Code of City of Burlington, Kansas, Edition 2017 be hereby amended; and Ordinance No. 892, be repealed.

SECTION 4. That the Agreement for Trash Services between Republic Services and City of Burlington on December 6, 2023 is hereby adopted by Ordinance 901.

SECTION 5. This ordinance shall be published in the local newspaper on December 14, 2023, and shall be in full force and effect on and after January 13, 2024.

Adopted by the Governing Body and approved by the Mayor of the City of Burlington, Kansas, this 6th day of December 2023.



Anne C. Brown
Anne C. Brown, City Clerk

Robert S. Luke
Robert S. Luke, Mayor

APPROVED AS TO FORM: *Philip Wright*
Philip Wright, City Attorney

AGREEMENT

THIS AGREEMENT for SOLID WASTE SERVICES, made and entered into this 6th day of December, 2023, by and between the City of Burlington, Kansas, hereinafter referred to as “City”, and Allied Services, LLC d/b/a Republic Services, Cherryvale, Kansas, hereinafter referred to as “Contractor”.

WHEREAS, Contractor is engaged in the business of collecting solid waste from cities and towns; and

WHEREAS, the parties wish to provide for the collection, removal and disposal of all collectible commercial and residential solid waste of City, and to perform such other work as may be incidental thereto, and the parties wish to reduce their agreement to writing.

NOW, THEREFORE, IN CONSIDERATION OF THE CONDITIONS, MUTUAL AGREEMENTS AND CONVENANTS, IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. **Definitions.** For the purpose of this contract, the following definitions will be used:
 - A. “Special Waste” and “Hazardous Waste” shall be defined by the current laws and regulations of the EPA, KDHE, Coffey County, and the City of Burlington.
 - B. “Residential Solid Waste” is solid waste resulting in the maintenance and operation of each dwelling unit or household.
 - C. “Commercial Waste” is solid waste resulting from the maintenance and operation of a business or industry.
 - D. “White Goods” are as listed in Exhibit A, Types of Wastes Unacceptable for Disposal In Class 1, 3, & 4 Landfills. (Attached)
2. **Term.** This contract shall be valid until midnight December 31, 2024, with optional five (5) one-year extensions from January 1st to midnight December 31st of each year.
3. **Termination:**
 - A. In the event that any provision of this agreement shall be found to be in violation of the laws of the State of Kansas or of the United States of America, then either party hereto shall have the right immediately to declare this agreement null and void and of no further force and effect; and in such event, neither party shall have any cause of action against the other for any damages resulting to that party from the execution of this agreement.
 - B. Either party may terminate this agreement for reasons other than stated in 3.A. above, only by providing six (6) months written notification prior to the requested termination date.
4. **Services to be Provided to Contractor.** During the term of this agreement, contractor agrees to collect, remove, and dispose of all collectible solid waste in a reasonable and workmanlike manner as follows:

- A. The City will enforce the existing solid waste ordinance and/or any amendments thereof.
 - B. **Commercial/Industrial Exclusive:** The City shall not authorize, permit, or allow any other person, partnership, company or corporation, or any combination thereof to haul residential or commercial solid waste in the City of Burlington, except for those items of solid waste identified in Paragraph 4 above.
 - 1) Commercial accounts will be billed directly by Contractor.
 - C. **Residential:** The City will bill each Residential unit and remit monthly revenues collected to Contractor one time per month. Billing fees assessed by the City are not included in the monthly base rate.
7. **Rate of Payment.** Rates are set by City Ordinance adopted by majority of the Governing Body, pursuant to Code of City of Burlington 2017 Edition, Chapter XV Utilities, Article 5 Solid Waste.

Contractor agrees to accept as full compensation for its services the following unit prices adopted by Ordinance 901 on 12-6-2023. Rates are subject to change by future ordinance.

- A. **Residential:** \$13.23 per month for each single residential dwelling unit, plus the City's 52¢ fee.
 - 1) City Fee: The City shall collect an additional Fifty-two Cents (\$.52) from each residential customer for the billing services provided therein.
- B. **Commercial:** A sum equal to the level of service requested by each customer for commercial waste in accordance with the following schedule is shown below. The amounts shown do not include the monthly fuel-environmental fee. Contractor will bill Commercial accounts directly.
 - 1) One weekly stop for three 35-gallon containers: \$30.88
 - 2) One weekly stop for two yard containers: \$61.81
 - 3) Two weekly stops for two yard containers: \$96.33
 - 4) Three weekly stops for two yard containers: \$144.49
 - 5) Four weekly stops for two yard containers: \$193.22
 - 6) Five weekly stops for two yard containers: \$240.83
- C. **Special Handling/Hauling:** Charges for collection requested by owners or occupants for bulky material requiring special handling and hauling shall be negotiated between the customers and the City or Contractor prior to collection. If charges can not be agreed upon between the customer and Contractor, then the matter may be submitted to the City Governing body, whose decision shall be binding.

The parties understand and agree that the City shall have no obligation to pay Contractor the compensation provided for herein unless and until the City collects said amount from the customer receiving service as provided for.

8. **Modification of Rate Payment.**

12. **Additional Consideration.** In consideration of the rights and privileges granted hereto by the City to the Contractor, the contractor agrees to haul all refuse from the City Clerk's Office and such other places as agreed upon without charge to the City.
13. **Compliance with Laws:** In the performance of its duties hereunder, Contractor agrees to comply with all laws of the United States, State of Kansas, and ordinances of the City of Burlington.
14. **Assignability.** This contract may be sold, assigned and/or otherwise transferred by the Contractor. However, any such sale, assignment, or transfer must be approved by the City Council. Further, that such approval by the City shall not be unreasonably withheld.

WITNESS OUR HANDS on the 6th day of December, 2023.

CITY OF BURLINGTON, KANSAS



Robert S. Luke, Mayor

(SEAL)

ATTEST:



Anne C. Brown, City Clerk

REPUBLIC SERVICES, LLC
d/b/a Allied Waste Services of Cherryvale

By: _____
Pete Forst, General Manager

Attachment to Agreement for Solid Waste Hauling and Ordinance 901

EXHIBIT A

Types of Wastes Unacceptable for Disposal

In Class 1, 3, & 4 Landfills

1. Used Motor Oil (See ADPC&E Regulation 23, Section 279)
2. Automobile Gas Tanks
3. Car or Truck Tires
4. Dry Cell Batteries Containing Cadmium or Mercury
5. Wet Cell Batteries (Motor Vehicle Batteries)
6. Paint/Glue with Free Flowing Characteristics
7. Domestic Septic Tank Pumpings
8. Incinerator Ash and Residues
9. Free Liquids as Defined by USEPA Test Method 9095 (paint filter test)
10. Regulated Medical Wastes that have not been properly Segregated, Treated, and Rendered Unrecognizable (Arkansas Health Department Regulation 41)
11. Appliances containing Refrigerants (i.e., Freon or other CFC compounds)
12. All appliance compressors Regardless of Condition
13. Compressed Gas Cylinders that do not meet the RCRA Definition for EMPTY as defined under Regulation 23, Section 261.7
14. Electric Transformers and Dielectric Fluids
15. Petroleum contaminated Soils that fail to meet Specific BETX, TPH, and/or other Analyses as may be applicable
16. Regulated Hazardous Wastes (Unless PERMIT allows acceptance from Conditionally Exempt Generators as defined under Regulation 23, Section 261.)
17. Asbestos not properly containerized and then only if ALLOW ABLE BY PERMIT
18. Polychlorinated Biphenyls (PCPs) Waste as defined under TSCA, 40 CFR 761
19. Whole Waste Tires
20. Cresol-Treated Wood that has Not Been Certified Hazard Free
21. Pesticide Containers that have Not Been Triple Rinsed and Punctured
22. White goods are unacceptable - this includes refrigerators, freezers, washers, dryers, stoves, dishwashers, and hot water tanks.