

**Contract for Solid Waste Collection
And Disposal between
Buckingham Estates Homeowners
Association And Constable Sanitation**

THIS AGREEMENT is made this 1st day of March, 2021, by and between Constable Sanitation (hereinafter referred to as "Provider") and Buckingham Estates Homeowners Association, Inc. (hereinafter referred to as "Association").

WHEREAS, the Association has need of trash collection services for its approximately 120 lot owners and wishes to have that service provided by a single contractor; and

WHEREAS, Provider represents that it has the experience, resources and expertise necessary to perform solid waste collection services; and

WHEREAS, Provider and Association have negotiated a mutually advantageous proposal for providing solid waste collection services;

NOW THEREFORE, based upon the consideration provided here, the parties agree as follows:

1. **Collection Responsibilities and Rights**. Provider covenants and agrees to furnish all equipment and labor necessary for the collection and disposal of solid waste, including recyclable materials and yard waste, from the residential premises of Buckingham Estates subdivision, commencing on April 1, 2021 until March 31, 2026 or such further date if this Agreement is extended in accordance with the terms provided herein. The Association shall compensate Provider for solid waste collection services as provided in Section 7 of this agreement.
- 1.1 **Provider's Collection Right**. While Provider is performing under the terms of this Agreement, the Association shall not contract with any other person or firm for the services which this agreement governs and which Provider has agreed to perform. The Association shall use its best efforts to protect this right; provided, however, Provider's exclusive collection right is subject to the following exceptions:
 - 1.1.1. Residential homeowners may haul their own recyclable material to the recycling center of their choice. Homeowners may themselves haul their

own yard waste, garbage, refuse and rubbish to a licensed disposal facility, although such homeowners shall remain subject to payment and collection of municipal solid waste collection fees in accordance with the municipal code.

1.1.2. This Agreement shall not be construed to prohibit the Association or any private party to contract with any contractor or themselves to haul the following listed solid wastes: (A) removal of debris resulting from the demolition of any buildings, (B) removal of derelict, junk or abandoned automobiles, motor vehicles and marine vessels, (C) removal of organic debris and vegetation resulting from the clearing and/or grading of sites associated with construction activity, (D) removal of trees, limbs, branches and vegetation undertaken as part of property maintenance and development, or (E) removal of scraps and debris resulting from building and construction projects.

- 1.2 **Expenses.** Provider shall pay all expenses connected with the collection, removal and transport of solid waste, including yard waste and recyclables, in accordance with the laws of the State of Kansas and the City of Overland Park.
- 1.3 **Ownership of Recyclable Materials.** Once collected at curbside, recyclable materials and residential yard waste shall become the property of the Provider.
2. **Term;** The term of this Agreement shall be for a period of five (5) years from April 1, 2020, ^{3b} and terminating March 31, 2026.
- 2.1 **Renegotiation.** This Agreement shall be subject to renegotiation in the event that "tipping fees" for the Provider to deposit refuse in the resource recovery park or any federal, state, or city-mandated programs cause an increase by more than 10% from the previous year's cost and/or fuel costs to operate the Provider's collection vehicles increase to an amount in excess of \$4.69 per gallon for the cost of fuel. Renegotiation may also be requested if unprecedented circumstances occur, increasing hauling pricing. Request for renegotiation shall not be unreasonably refused. If, after renegotiation in good faith the parties are unable to agree on new terms, the Agreement may be terminated by either party by giving the other party written notice of such termination at least 60 days prior to such termination date.
- 2.2 **Termination for Cause.** This Agreement may be terminated by either party for failure of the other party to comply with the terms of this Agreement, or any

applicable federal, state or city law, regulation or ordinance, but only upon written notice to the other party giving them thirty (30) days to cure such noncompliance. If such noncompliance is cured within that time period, the Agreement shall continue in full force and effect.

3. **Residential Solid Waste Collection Schedule.** Provider agrees to collect all acceptable garbage, rubbish, refuse, recyclable materials, and other solid waste from all residential locations in accordance with the following schedule:
 - 3.1 Collection times for all services shall be on Tuesday's. All waste must be set to the curb by 7:00 a.m. to insure pickup. 65 gallon waste receptacle carts shall be provided to every household between March 29th-31st, 2021. All households shall be provided a 95 gallon recycle cart. Alternate cart sizes are available at no charge.
 - 3.2 All carts are the property of Provider. If any cart is removed or destroyed, a replacement charge of \$65 per container shall be paid by the homeowner to Provider.
 - 3.3 No service is provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If one of the above holidays falls on Tuesday of any week, Provider will perform the collection services on Wednesday of that week.
 - 3.4 A limit of fifteen (15) thirty-gallon trash bags (or the equivalent) shall be collected each week at each household. If a resident has more than 15 bags they can contact the provider to schedule a separate pickup and pay the provider directly. Unacceptable refuse, that will not be collected, includes tires, drums, hazardous materials, any item containing CFC's and construction materials.
4. **Residential Yard Waste Collection.** Yard waste is collected the same day as garbage and must be in either brown compost bags or in bundles of no longer than three (3) feet and no heavier than 40 pounds. Bundles over the size limit are subject to discretion of Provider as to whether or not they will be collected.
5. **Bulky Item Collection.** One bulky item per month may be collected from each household. Collection of bulky items shall be scheduled for the first pickup day of each month. If any household has more than one bulky item, the household must contact the Provider directly and negotiate charges for pickup to be billed to the individual household by Provider. Bulky items include, but are not limited to, furniture and large electronics.

6. **Recycling Materials.** Items that ARE accepted for collection include:
- Paperboard, including phone books, paper grocery bags, paper egg cartons
 - Corrugated cardboard boxes flattened
 - Plastic containers (nos. 1 through 7) rinsed and without lids-but excluding containers for hazardous materials such as automotive fluid, lawn chemicals, etc.
 - Office paper, including junk mail and envelopes
 - Newspaper and magazines
 - Aluminum and tin cans

Materials that are NOT acceptable for collection and will not be picked up include:

Styrofoam and polystyrene

Plastic bags

Aluminum foil

Blueprint paper and Carbon paper

Paper cups, plates and towels

Automotive fluid bottles

All glass

7. **Compensation to Provider for Collection.** The above services shall be provided to all 120 households in the Buckingham Estates subdivision in exchange for payment from the Association to Provider of \$16.20 per household per month. This cost shall increase not to exceed 3% yearly on April 1 of each year after 2021 as follows:

April 1 through March 31, 2022 - \$1,944.00 per month

April 1 through March 31, 2023 - \$2,002.32 per month

April 1 through March 31, 2024 - \$2,062.39 per month

April 1 through March 31, 2025 - \$2,124.26 per month

April 1 through March 31, 2026 - \$2,187.99 per month

The Association shall be billed on the first of the month for basic services during that month and any additional charges. Payment is due by the 30th of each month from Association to Provider.

8. **Notices.** Except as otherwise may be provided in this Agreement, all notices required hereunder shall be delivered personally or mailed by certified mail, return receipt requested, to the parties as follows:

ASSOCIATION:	Buckingham Estates	PROVIDER:	George J. Constable
	Homeowners Association		Constable Sanitation
	Attn. Greg Kennedy		PO Box 2531
	6025 W. 123 rd Street		Lee's Summit, MO 64063
	Overland Park, KS 66209		

Notices shall be deemed given upon personal service, or it mailed, three (3) days after the date of postmark. The parties shall be obligated to provide each other with written notice of any change in address from that listed above as soon as practicable.

9. **Independent Contractor.** The parties agree and acknowledge that the Provider is an independent contractor and not an agent or employee of the Association, and that no liability shall attach to the Association as a result of the acts or omissions of the Provider, its employees, agents or assigns. Provider acknowledges that it is responsible for payment of any local, state, or federal taxes with respect to Provider's agents and employees. Provider shall pay all licenses or permit fees required by local ordinances or state or federal law.
10. **Miscellaneous Provisions.** This Agreement shall be governed by the laws of the State of Missouri. Venue for any action hereunder shall be Independence, Jackson County, Missouri. This Agreement represents the entire and integrated agreement between the parties and may only be modified or amended in writing, duly authorized and signed by each party. This Agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. If any term or provision of this Agreement is held invalid, the remainder of such terms or provisions of this Agreement shall not be affected. Neither party may assign its rights and responsibilities under this Agreement without the consent of the other party.
11. **Authority.** Each individual executing this Agreement on behalf of a corporation or association represents and warrants that he/she is duly authorized to execute and deliver this agreement in accordance with a duly adopted resolution of the Board of Directors of such association or company, and that this Agreement is binding upon the corporation or association in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their authorized officials, the Agreement in duplicate, each of which shall be deemed an original as of the last date provided below.

BUCKINGHAM ESTATES HOMEOWNERS
ASSOCIATION, INC.

CONSTABLE SANITATION



Sean B. Duffy – HOA President

George J. Constable, Owner



Date: 3/5/21

Date: 3/5/21