

Resolution 96-01 (BRC)

INTERLOCAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of February, 1996, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to KRS Chapter 67A, (hereinafter "Lexington"), and BOURBON COUNTY FISCAL COURT, BOYLE COUNTY FISCAL COURT, ESTILL COUNTY FISCAL COURT, GARRARD COUNTY FISCAL COURT, JESSAMINE COUNTY FISCAL COURT, LINCOLN COUNTY FISCAL COURT, MADISON COUNTY FISCAL COURT, MERCER COUNTY FISCAL COURT, NICHOLAS COUNTY FISCAL COURT, POWELL COUNTY FISCAL COURT, SCOTT COUNTY FISCAL COURT, AND WOODFORD COUNTY FISCAL COURT, all being political subdivisions of the Commonwealth of Kentucky (hereinafter "the Counties").

W I T N E S S E T H:

WHEREAS, it is the policy and goal of the Commonwealth of Kentucky, as set forth in KRS 224.43 to develop integrated waste management systems and recycling programs and to reduce by 25% the weight of solid waste disposed of at municipal solid waste facilities by July 1, 1997; and

WHEREAS, KRS 224.43-315(1) requires that each county shall provide a universal collection program for all municipal solid waste generated within the county; and

WHEREAS, Counties have primary solid waste planning obligations within the Commonwealth pursuant to KRS 224.43-340 to 224.43-345; and

WHEREAS, the obligations of KRS 224.43-340 to 224.43-435 require plans to reduce the need for land disposal of solid wastes through provision of recycling opportunities; and

WHEREAS, the Counties and Lexington have determined that a cooperative regional approach is the most effective method of meeting the statutorily imposed waste reduction and recycling requirements; and

WHEREAS, the Counties and Lexington have determined that a cooperative regional approach is also the most efficient and effective method of addressing the health and environmental threat of reduced landfill space; to provide recycling opportunities and to ensure adequate volume for a stable market for a broad spectrum of recyclable materials; and

WHEREAS, the Counties, through The Bluegrass Area Development District, applied for and received a grant commitment (E 91-05) from the Kentucky Infrastructure Authority for establishment of a regional recycling project; and

WHEREAS, the Counties and Lexington deem it in the best interests of the citizens of their respective political subdivisions to operate a regional recycling project pursuant to KRS 65.210 et seq. (the Interlocal Cooperation Act) and the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and pursuant to KRS 65.210 et seq., the parties hereby agree as follows:

DURATION:

The duration of this Agreement shall be from its date of execution until October 31, 1996. This Agreement may be extended by written consent and agreement of the parties.

LEXINGTON SHALL:

1. During the duration of this Agreement, maintain affiliation with the Bluegrass Regional Recycling Corporation and pay the applicable affiliate fee of fourteen cents per capita.

2. Provide a regional processing facility in Fayette County and offices within the facility for a management agent as described in the Regional Recycling Project Application to the Kentucky Infrastructure Authority.

3. Maintain the regional facility in good order and assume rents, utilities and insurance on the building and its contents.

4. Pay an agreed management fee to the agent for management services at the regional facility and for the regional project.

5. Pay an agreed marketing fee to the contract marketer in the amount of Six Dollars and Fifty Cents (\$6.50) per ton for sales of materials sold through the regional recycling project.

6. Pay a capital replacement fund fee of Five Dollars (\$5.00) per ton for all materials handled at the regional processing facility. The capital replacement fund shall be managed by the BRRC for major repair, maintenance and replacement of equipment in the regional processing facility.

THE COUNTIES SHALL:

1. During the duration of this Agreement, maintain affiliation with the Bluegrass Regional Recycling Corporation and pay the applicable affiliate fee of fourteen cents (14¢) per capita. If a County elects to withdraw from affiliation with the BRRC at any time during the duration of this Agreement, it shall not remain

obligated to pay affiliate fees but shall be subject to the provisions of paragraph 7 of this section.

2. Provide a major horizontal bailer and pit feed supply assembly for the regional processing facility through use of that portion of funds allocated for the regional processing facility by the Kentucky Infrastructure Authority's solid waste grant E 91-05.

3. Operate, at their expense, the satellite centers for receipt and processing of recyclable materials. All materials, except paper, shall be processed at the satellite centers.

4. Pay an agreed marketing fee to the contract marketer in the amount of Six Dollars and Fifty Cents (\$6.50) per ton for sales of materials sold through the regional processing facility, such fee to be paid from revenue attributed to the sale of such material by the regional facility.

5. Reimburse Lexington for processing and operating expenses related to the regional processing facility. The reimbursement rate for the first year of this Agreement shall be \$12.65 per ton for all paper products and other unprocessed materials and \$6 per ton for processed materials. The reimbursement rate for any extension year shall be adjusted annually based upon the initial rate and in consideration of the costs of operating the processing facility and the projected number of tons to be processed.

6. Pay a capital replacement fund fee of Five Dollars (\$5.00) per ton for all materials processed at the regional processing facility. The capital replacement fund shall be managed by the BRRC for major repair, maintenance and replacement of

equipment in the regional processing facility.

7. Forfeit use of the processing equipment in the regional processing facility if an election is made to withdraw from the regional recycling project or from affiliation with the BRRC. In addition to forfeiting use of equipment in the regional facility, a county withdrawing from the regional project waives any claim to reimbursement from the other parties for the withdrawing county's portion of the KIA grant designated for the regional processing facility.

FUNDING:

The financial obligations of the Counties and Lexington pursuant to this Agreement shall be subject to adequate budget appropriations being made in each applicable fiscal year.

TERMINATION OF THIS AGREEMENT:

This Agreement may be terminated by the mutual agreement of all parties hereto at any time. When the regional processing facility permanently ceases operation, upon termination of this Agreement, or any extension thereto, or termination of any new agreements providing for operation of a regional processing facility available to any and all of the Counties on an equitable basis, each County shall be entitled to its portion of the value of processing equipment in the regional facility which was acquired through use of Kentucky Infrastructure Authority grant funds. Each County's portion of the proceeds from disposition of processing equipment from the regional facility shall be used first to acquire capital assets satisfying the requirements of KRS 224A.280 and

second to repay the Kentucky Infrastructure Authority grant allocable to each County.

All real property utilized as part of the regional recycling project will be held or leased by the individual County participants and shall be disposed of or utilized as deemed appropriate by the individual County.

AMENDMENT TO AGREEMENT:

This Agreement may be altered or amended in whole or in part upon the written agreement of all parties hereto.

SEVERABILITY:

In the event that any provision of this Agreement is held invalid and/or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY:

Pam Miller
PAM MILLER, MAYOR

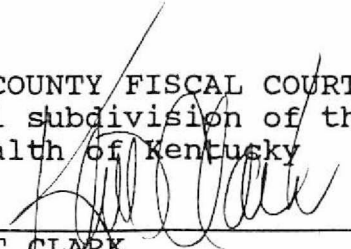
Pursuant to Resolution No. 532-95
passed on Nov. 16, 1995

ATTEST:

Liz Dammell
CLERK OF URBAN COUNTY COUNCIL

WW\19a3.agr

MADISON COUNTY FISCAL COURT, a
political subdivision of the
Commonwealth of Kentucky

BY: 
KENT CLARK
COUNTY JUDGE/EXECUTIVE

Pursuant to Resolution 96-01 (BRC)
passed on 2/13/96

ATTEST:

