
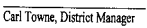
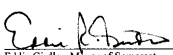
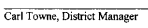


MINUTES OF MEETING HELD FEBRUARY 27, 2012

The Common Council of the City of Somerset, Kentucky met in a regular session on Monday, February 27, 2012 at 7:00 p.m. with the following present: Mayor Eddie Girdler. Council Members: Linda Stringer, Jerry Wheeldon, Mark Beasley, Jerry Girdler, Mike New, Donna Hunley, John Minton, Jim Mitchell, Pat Bourne, Jerry Burnett, Tom Eastham, and Jim Rutherford. City Attorney Carrie Wiese and City Clerk David Godsey.

Mr. Mitchell moved to approve the minutes of the regular meeting held on February 13, 2012 along with the reports as mailed. Mr. Minton seconded the motion. Upon roll call the following Council Members voted “Aye”: Mrs. Stringer, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, Mr. Bourne, Mr. Burnett, Mr. Eastham, and Mr. Rutherford.

Mr. Mitchell moved to approve the renewal of the existing contract for solid waste disposal with Scott Solid Waste Disposal Company, Inc. for additional five (5) year period at a transport and disposal rate of twenty eight dollars and seventy five cents (\$28.75) per ton and to approve amendment one to the Solid Waste Disposal and Transportation agreement dated March 15, 2007 that allows the delivery of solid waste to the G & W transfer station for handling and transport for a rate of six dollars and twenty five cents (\$6.25) per ton. Mr. Burnett seconded the motion. Upon roll call the following Council Members voted “Aye”: Mrs. Stringer, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, Mr. Bourne, Mr. Burnett, Mr. Eastham, and Mr. Rutherford.

<p>January 12, 2012</p> <p>Mayor of Somerset P.O. Box 989 400 E. Mt. Vernon Street Somerset, KY 42502</p> <p>RE: Contract Renewal</p> <p>Mayor :</p> <p>Scott Solid Waste Disposal Company Inc. wishes to renew our existing contract including amendment one, for an additional five (5) year period.</p> <p>Under the same terms and conditions that are currently in effect as of this date, for the rates set below:</p> <ol style="list-style-type: none">1. Transport and Disposal – Twenty-eight dollars and seventy-five cents (28.75) per ton.2. Handling and Loading – Six dollars and twenty-five cents (\$6.25) per ton. <p>It is also acknowledged that after reviewing all prior documents, letters and communications between the parties, the contract in effect today is the contract dated the 15th day of March 2007 and Amendment One dated January __ 2012 between the City of Somerset and Scott Solid Waste Disposal Company Inc.</p> <p>If you are in agreement with the above written terms and conditions, please acknowledge by signing on the appropriate line and returning one copy to me. Thanks you for the continued support and we look forward to serving the citizens of Somerset in the future.</p> <p> Eddie Girdler, Mayor of Somerset</p> <p> Carl Towne, District Manager</p> <p>Joe Durgan Chairman Pulaski County 109 Board</p>	<p>AMENDMENT ONE</p> <p>WHEREAS, on this 27th day of February 2012, both parties agree to amend the existing Solid Waste Disposal & Transportation agreement dated March 15, 2007, to include handling and loading of solid waste the City collects.</p> <p>Recitals</p> <ol style="list-style-type: none">1. SSW has access to a transfer station located on Hwy 914 referred to as G&W, (“Station”), and desires to provide Somerset with solid waste handling loading operations at the Station.2. Somerset is engaged in the business of collecting, transporting and disposing of solid waste and desires to use SSW and the Station exclusively for waste collected by The City of Somerset to handle and load the solid waste it collects. <p>In consideration of the mutual representations, warranties, and covenants contained herein, the parties agree as follows:</p> <p>Agreements</p> <ol style="list-style-type: none">1. Somerset's Obligation To Deliver Solid Waste. Somerset shall deliver solid waste to the G&W transfer station located on Hwy 914, during its regular business hours, all non-hazardous municipal solid waste (“Solid Waste”), each and every week, which Somerset handles, during the term hereof. For purposes of this Agreement, the term Solid Waste does not include the following: (i) any regulated quantities of hazardous waste, infectious waste, radioactive waste (as those terms are defined by applicable law).2. SSW's Obligation To Accept And Handle Solid Waste. SSW through a subsidiary shall accept for handling and loading for transport that is delivered to the Station. SSW shall then load said solid waste into transfer trailers for delivery to SSW's Landfill in accordance with the terms hereof. SSW shall supply the necessary equipment to handle solid waste delivered to the Station in order for the City to daily operations without undue delay.3. Price. The price to be paid by Somerset to SSW for handling and loading of solid waste shall be as follows: Six dollars and twenty-five cents (\$6.25) per ton for municipal solid waste and special waste delivered to the Transfer Station. <p>All above prices are inclusive of all current taxes, fees, surcharges and assessments by any and all governmental and regulatory entities including HB 174 state fee.</p> <p>IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day, month and year first above written.</p> <p> Eddie Girdler, Mayor of Somerset</p> <p> Carl Towne, District Manager</p>
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Mr. Bourne moved to refund the following amounts paid on 2010 City taxes to James and Verna Bray in the amount of \$48.04. Mr. New seconded the motion. Upon roll call the following Council Members voted “Aye”: Mrs. Stringer, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, Mr. Bourne, Mr. Burnett, Mr. Eastham, and Mr. Rutherford.

There being no further business the meeting adjourned.

APPROVED: _____
MAYOR

ATTEST: _____
CITY CLERK