

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GRAND LAKE AND GRAND RESOURCE & RECYCLE COALITION, INC. REGARDING THE OPERATION OF A RECYCLING DROP-OFF STATION

This Memorandum of Understanding (“MOU”) is entered into between the Town of Grand Lake, Colorado (the “TOWN”) and the Grand Resource & Recycle Coalition, Inc. (“GRRC”).

WHEREAS, the Town provides a Pay As You Throw (PAYT) trash facility located on Center Drive for the convenience of community members and their guests to deposit trash that does not include a recycling drop-off station.

WHEREAS, GRRC is a non-profit entity formed in 2010 with a mission to foster Grand County’s stewardship of community resources by increasing our opportunities to reduce waste while educating our community, strengthening our local economy, and preserving our natural environment.

WHEREAS, GRRC operates a Recycling Dropoff Station on the site of the ACE County Hardware in Granby, CO and the Town wishes to have a recycling drop-off station in Grand Lake.

WHEREAS, the Town and GRRC desire to enter into this MOU to set forth their understanding and agreement of terms between the two parties specific to providing a recycling drop-off station for the use of Grand Lake community members, hereafter referred to as the Recycling Drop-off Station.

NOW THEREFORE, the Town and GRRC enter into this MOU on the following terms and conditions and reflect the rights and obligations of the parties.

I. Responsibilities of the Town to support GRRC’s program:

The Town will:

- a. Provide and maintain a designated area, maintenance to include, but not limited, to snow plowing, video monitoring, etc., located within the Town’s current PAYT trash facility to accommodate a minimum of 3 six-yard containers to be provided by GRRC’s contractor. Additional bins may be added, to not exceed six, after determining the usage of the Recycling Drop-Off Station.
- b. Allow access to the existing on-site Shed for the use of GRRC for storage of materials and volunteers.
- c. Reimburse GRRC a monthly equivalent of \$250.00, to be reimbursed in an annual payment of \$3,000, paid upon receipt of invoice from GRRC. The amount of the reimbursement shall be mutually reviewed annually.
- d. Reimburse GRRC an amount of \$250.00 to offset its costs for the relocation of 3 six-yard containers by Waste Management.
- e. Promote the Recycling Drop-Off Station as a resource to community members using the Town’s various print and social media formats.

II. Responsibilities of GRRC

GRRC will:

- a. Contract with Waste Management, or other mutually approved materials waste collection vendors, to provide a minimum of 3 six-yard containers and pay for the removal of the contents of the containers once per week.
- b. Organize volunteers to oversee the operations of the Recycling Drop-Off Station to be open weekly on Saturday's of each month during the hours of 9 AM to 12 PM, or until the containers are full, from Memorial Day weekend through October 31 with the potential of reducing operations during the winter months to twice per month as mutually agreed.
- c. Collect \$3/drop donations from the users of the Recycle Drop-Off Station. The donations will be maintained by GRRC to offset it's expenses associated with operation of the Recycle Drop-Off Station. The rate of the donation will be adjusted annually as mutually agreed.
- d. Provide appropriate signage to assist users in understanding what recycled materials will be accepted.
- e. Provide access of the containers to the Town for depositing appropriate recycle materials after Town sponsored events.
- f. Ensure the containers are locked and the site is generally free of debris at the conclusion of each day of operation.

III. Miscellaneous Provisions

- a. Term of the MOU. The MOU will be in force for a period of one (1) year. Prior to expiration, the Town and GRRC will negotiate a mutually beneficial MOU with the intent of continuing with similar terms.
- b. Notice. Any notices under this MOU are deemed to have been received and to be effective:
 1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and
 2. Immediately upon hand delivery; or
 3. Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this MOU, any and all notices shall be addressed to the contacts listed below:

Town of Grand Lake
PO Box 99
Grand Lake, CO 80447

Grand Resource & Recycle Coalition, Inc.
PO Box 306
Hot Sulphur Spring, CO 80451

- c. Third-Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this MOU and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this MOU are incidental.

Signatures

Grand Resource and Recycle Coalition, Inc.

By: _____

Town of Grand Lake

By: _____

Mayor

ATTEST:

Town Clerk