

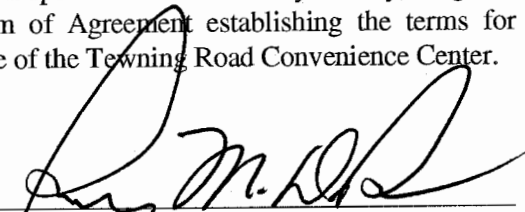
RESOLUTION

MEMORANDUM OF AGREEMENT (RECYCLING) - CITY OF WILLIAMSBURG

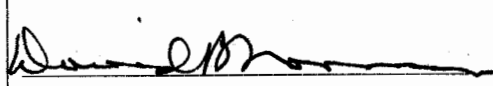
WHEREAS, the County of James City and the City of Williamsburg desire to enhance the recycling program available to small businesses; and

WHEREAS, the City has agreed to participate in the costs of operating and modifying the Tewning Road Convenience Center to allow small businesses located in the City to use the facility.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby approves the attached Memorandum of Agreement establishing the terms for businesses in the City of Williamsburg for use of the Tewning Road Convenience Center.


Perry M. DePue
Chairman, Board of Supervisors

ATTEST:


David B. Norman
Clerk to the Board

| <u>SUPERVISOR</u> | <u>VOTE</u> |
|-------------------|-------------|
| MAGOON | AYE |
| EDWARDS | AYE |
| TAYLOR | AYE |
| SISK | AYE |
| DEPUE | AYE |

Adopted by the Board of Supervisors of James City County, Virginia, this 15th day of August, 1994.

trconctr.res

MEMORANDUM OF AGREEMENT

The Memorandum of Understanding is made this _____ day of _____, 1994,
between JAMES CITY COUNTY ("County") and the CITY OF WILLIAMSBURG ("City").

RECITALS

- A. The County and City operate recycling programs to serve their respective communities that provide recycling opportunities for aluminum, glass, newsprint, corrugated paper, plastics, and bi-metal cans. Williamsburg Recycling recently ceased the operation of a private recycling business on Mooretown Road, eliminating an alternative for recycling materials for small businesses in the community.
- B. The County operates a Solid Waste Convenience Center on Tewning Road ("Center") that provides solid waste disposal and recycling opportunities to County residents. An evaluation of the Tewning Road Convenience Center indicates that it can be modified, at a modest cost, to accommodate the recycling needs of small businesses in both the City and the County.
- C. The County and City are interested in pursuing this recycling effort and establishing the terms of participation.

NOW, THEREFORE pursuant to Section 815.1-21 of the Code of Virginia (1950) as amended, the City and County, through this Memorandum of Agreement, define their responsibilities for the costs of modifications and operation of the Tewning Road Convenience Center to make the Center available for use by small businesses in each community.

1. Operation: The County will establish the hours and operate the Center. The City will be notified, in writing, of any change in hours. Every effort will be made to establish convenient hours for the operation of the facility.

2. Capital Costs: The County will be responsible for managing the Center modifications to accomplish the expansion of service to accommodate small businesses. The City will reimburse the County the capital costs, not to exceed \$5,000, incurred in modifying the Center to accommodate the planned service improvements. Capital costs associated with the project will generally include, but are not limited to, electrical modification to serve a corrugated cardboard compactor, installation of a concrete pad to serve the compactor, and a minor relocation of the security fence.

3. Center Users: Small businesses from the City and residents and small businesses from the County will be allowed to use the Center. No fee for recycling will be charged users. A small business shall, for the purposes of this Agreement, be defined as a business which is unable to provide for its use a minimum size 6-cubic yard commercial recycling container due to zoning restrictions, space limitations, or

because it is part of a group of businesses, such as a "shopping center," for which centralized solid waste collection is provided.

4. Operating Costs: The City will reimburse the County on a quarterly basis within 45 days of receipt of an invoice for its share of the operating costs, including, but not limited to, repair costs. The operating costs associated with the facility will be shared as follows:

Refuse Disposal: 100% County's Expense

Recycling: Pro rata share based on percentage of users

The City will be assessed its share of personnel costs based on the percentage of users of the recycling service. To make such determination that total personnel costs shall first be allocated between trash services and recycling services based on total usage of each service. The resulting recycling percent shall then be allocated between City and County based on relative usage of recycling service.

| | | |
|----------|-----------------------------------|---------|
| Example: | - Monthly Personnel Costs | \$3,000 |
| | - Monthly Solid Waste Users = 200 | 2,000 |
| | - Monthly Recycling Users = 100 | 1,000 |
| | - Recycling Costs | \$1,000 |
| | - Number of Recycling Users | |

for Williamsburg = 25

| | |
|---|-------|
| - Williamsburg Share of Personnel Costs | \$250 |
| - Williamsburg Share of Operating Costs | |
| for Recycling other than Personnel | 25% |

5. TERMINATION: Either party may terminate this Agreement with a 90-day written notice to the other party.

James City County

By: 

Chairman/Board of Supervisors

ATTEST:

Mari Lou Smith

Date: 8/15/94

City of Williamsburg

By: 

Mayor

CITY MANAGER

ATTEST:

Lois S. Bodie

Date: 9-15-94