

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: September 27, 2022

TOPIC: Approval of an Agreement: Refuse Collection Agreement for Summerland Manor

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | <u> X </u> |
| Other | _____ |

MOTION: I hereby move for the approval of the Refuse Collection Agreement with the Summerland Manor Condo Association for the Summerland Manor development. This agreement allows the City's solid waste collection contractor to access the private streets and courts of the development.

DATE OF PASSAGE: 9/27/2022

REFUSE COLLECTION AGREEMENT

THIS REFUSE COLLECTION AGREEMENT (the "Agreement") made this 17th day of August, 2022 by and between Summerland Manor Condo Association (SMCA) a Maryland corporation and the CITY OF HAGERSTOWN, Maryland, a municipal corporation (the "City").

EXPLANATORY STATEMENT

The SMCA, which manages the common areas located within the Summerland Manor Development in Hagerstown, Maryland, as designated on various plats recorded or to be recorded among the Plat Records of Washington County, Maryland. The SMCA has determined that it is in the best interest of the SMCA and those occupying the residential units that solid waste collection and removal services be provided in coordination with the general solid waste collection and removal services afforded by the City to residents of the City who reside on public streets. Since all streets and courts within the Summerland Manor Development are private, the City cannot provide solid waste collection in the Summerland Manor Development without a license to do so as set forth in this Agreement. It is the intention of the parties hereto to provide for such solid waste collection from the private courts and Sunbrook Lane in the Summerland Manor Development as aforesaid in order to provide solid waste collection and removal services to the residents thereof, and the City is willing to provide such services subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Recitals. The provisions set forth in the Explanatory Statement above and also the letter to the SMCA from the City Engineer dated August 9, 2022 are hereby incorporated by reference as if fully set forth in the body of this Agreement.
2. License. The SMCA hereby grants a license for the City's solid waste collection and removal contractor (the "Contractor") from time-to-time to enter onto the street and courts within the Summerland Manor Development for the limited purpose of solid waste collection and removal by the Contractor. Said street and courts are as highlighted on the attached Exhibit A.
3. Contractor's Services. The Contractor will provide such services in the same manner that regular solid waste collection and removal is provided for other residents of the City (except for yard waste collection) at regular solid waste collection times as established by the City and the Contractor. The SMCA hereby acknowledges that the charge for solid waste collection and removal (the "Collection Fee") in effect and amended from time-to-time by official action of the City Council will be billed for each individual unit served and will be paid by the SMCA according to the prevailing City billing collection practices.
4. Indemnifications. The SMCA hereby indemnifies and holds the City and its agents, servants, employees and contractors, harmless and free of any and all claims from any and all damage that may be caused to the pavement and/or adjoining landscaping of the SMCA resulting from ordinary use by the Contractor in the discharge of its solid waste collection and removal services for the SMCA, provided the Contractor shall nevertheless remain liable in the event any damage is caused due to the negligent or intentional act of the Contractor, its agents, servants, employees and subcontractors.
5. No Acceptance of Private Street System. Nothing contained in this Agreement shall be construed or interpreted as an acceptance by the City of the street and courts in the Summerland Manor development into the public street system of the City.
6. City's Duty. This Agreement permits, but does not require, the City to provide such solid waste collection and removal and the City may terminate such services upon a ninety (90) day notice to the HHA.

7. Further Assurances. The parties hereto agree to execute and deliver such other and further assurances as may be necessary to affect the purposes of this Agreement.

8. Contingency. The parties hereto agree that the within Agreement is subject to the final approval of the Mayor and Council of the City.

IN WITNESS WHEREOF, the parties hereto agree that the within Agreement is subject to the final approval of the Mayor and Council of the City.

ATTEST:

SUMMERLAND MANOR CONDO ASSOCIATION

Kimberly S. Kendall
WITNESS

By: Sandra Lotz (SEAL)
Ann Holtzman, President
SANDRA LOTZ

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

By: _____ (SEAL)
Emily Keller, Mayor

Attachment: Exhibit A

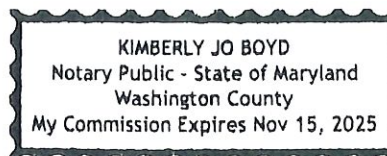
STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 17 day of August, 2022, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Sandra Lotz who acknowledged himself to be the President of Summerland Manor Condo Association a Maryland corporation, and that she, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

WITNESS my hand and Official Notarial Seal.

Kimberly Jo Boyd
Notary Public

My Commission Expires: Nov 15, 2025



STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Emily Keller, who acknowledged herself to be the Mayor of the CITY OF HAGERSTOWN, Maryland, a municipal corporation, and that she, as such Mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Mayor.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:



**EXHIBIT "A": SUMMERLAND MANOR STREETS AND COURTS
TO BE ACCESSED BY SOLID WASTE COLLECTION CONTRACTOR**