



Legislation Text

File #: RES 19-1117, **Version:** 1

Authorizing proper City Officials to execute an Addendum to the Residential Solid Waste, Yard Waste, and Bulky Waste Agreement between the City of Saint Paul and Saint Paul Haulers.

WHEREAS, on November 14, 2017, the City and the St. Paul Haulers, LLC., ("Consortium") entered into a Residential Solid Waste, Yard Waste and Bulky Waste Agreement ("Agreement"); and

WHEREAS, on September 5, 2018, the City, pursuant to the Agreement, adopted Ordinance 18-39 which created Leg. Code Chapter 220 which is entitled "Residential Coordinated Collection" and contains various regulations for collecting residential solid waste including setting base fees for trash collection services, establishing a process for paying trash collection services, and collecting delinquent accounts; and

WHEREAS, on October 16, 2018, the City received a petition for a referendum to repeal Ord. 18-39; and

WHEREAS, the City Council, in Resolution 19-1922, determined that the referendum could not be placed on the ballot because it was preempted by State law and would unconstitutionally interfere with the Agreement; and

WHEREAS, on February 7, 2019, the matter of *Clark v. City of Saint Paul*, District Court File No. 62-CV-19-857, which challenged the City's decision to not place Ord. 18-39 on the ballot, was filed in Ramsey County District Court; and

WHEREAS, Ramsey County District Court Judge Leonardo Castro, in an Order dated May 30, 2019, ordered the City to place Ord. 18-39 on the November 5, 2019 General Election ballot; and

WHEREAS, Judge Castro's Order also suspended Ord. 18-39 effective as of June 30, 2019, pending the November 5, 2019 General Election; and

WHEREAS, because Minn. Stat. § 443.30 requires trash collection rates to be adopted by ordinance, the effect of Judge Castro's Order suspending Ord. 18-39 is that the Consortium will no longer have the legal authority to issue bills for residential trash collection services and the City will no longer have the legal authority to collect on delinquent residential trash collection accounts; and

WHEREAS, the Section 16 of the Agreement states:

If any of the provisions of the Contract are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Contract as a whole or of any section, subsection, sentence or clause not adjudged to be invalid so long as the material purposes of this Contract can be determined and effectuated.

; and

WHEREAS, in recognition of Judge Castro's Order, the City and the Consortium have negotiated the terms of an Addendum to the Agreement to allow the Consortium to submit bills directly to the City and the City will, in turn, directly pay the Consortium for trash collection services; and

WHEREAS, the City and the Consortium have negotiated the terms of an Addendum to the Agreement outlining the details for trash collection services invoicing by the Consortium and the City's payment of those

invoices; and

WHEREAS, a copy of the Addendum is attached hereto and made a part of this Resolution; and

WHEREAS, in the event Judge Castro's Order is stayed, the said Addendum to the Agreement will not be in effect; NOW, THEREFORE, BE IT

RESOLVED the Council hereby approves the Addendum to the Agreement in a form substantially consistent with the form of Addendum attached to this Resolution; and be it also

RESOLVED that the Council hereby authorizes and directs City staff to take all actions necessary to implement this Resolution and the appropriate City officials to execute all necessary documents in connection therewith as approved in form by the City Attorney.