



POWER SCREENING

Equipment • Rentals • Parts • Service

Albuquerque | Denver | Salt Lake City

9725 Brighton Road
Henderson, CO 80640
O: 303-287-0100



LESSOR: POWER SCREENING, LLC

LESSEE: Tooele County Landfill

LESSEE'S PHYSICAL ADDRESS: 47 S. Main St Tooele Utah 84074

LESSEE'S MAILING ADDRESS:

TOOELE COUNTY CORPORATION
CONTRACT # 23-01-11

LEASE NO. _____

P.O. NO. _____

Addendum Attached

1. DEMO and/or LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following personal property (herein called "Equipment") upon the terms and conditions set forth:

Year	Manufacturer	Model No.	Unit No.	Serial No.	Purchase Price
2016	Komptech Crambo	Crambo 5000	097	467021	\$725,000.00

Lessee accepts the same terms and conditions herein for Equipment on Demo; where the first 8 hours of Equipment usage will be waived.

Lessee is responsible for costs accrued for transporting the Equipment to the Place of Installation and returning it to Lessor at Lessee's expense using a qualified and fully insured carrier. Risk of loss is assumed by Lessee when Lessee or Lessee's carrier takes possession of the Equipment for transportation and remains with Lessee until the Equipment is returned to Lessor, this includes Demo equipment.

Place of Installation: Address: 2830 S. Bauer Rd City: Tooele State: UT Zip: 84074

Site Contact: Wayne Phone #: (435) 843-4781

RETURN OF EQUIPMENT. Upon expiration of the lease of each item of Equipment, Lessee, at its own expense, will immediately return such Equipment in the same condition as when delivered to Lessee, ordinary wear and tear excepted, to Lessor at Lessor's facility at Same or such other place as Lessor designates in writing.

2. TERMS AND RENT. The terms of this lease for each item of Equipment and Other Fees shall commence upon delivery of the Equipment to Lessee, and shall continue for a period of 8 hour Demo and/or: weeks (months), which shall be the minimum renewal period. As rent for the Equipment throughout the term hereof, Lessee agrees to pay Lessor the sum of \$36,500 (week) (month) beginning January 20, 2023 and the same amount on the same day of each consecutive (week) (month) thereafter for the term hereof.

One day is considered 8 hours, one week is considered 7 days or 40 hours, and one month is considered 28 days, billing occurs on whichever comes first. Payments shall be payable at the office of Lessor or at any place otherwise designated by Lessor. THE RENTAL RATES SET FORTH IN THIS CONTRACT DO NOT INCLUDE EITHER SALES OR USE TAX. WHERE STATE LAW PROVIDES FOR EITHER SALES OR USE TAX, THE RENTAL RATES ARE SUBJECT TO THIS TAX IF AND WHEN INCURRED. OPERATION OF EQUIPMENT IN EXCESS OF 40 HOURS PER WEEK OR 176 HOURS PER MONTH IS SUBJECT TO ADDITIONAL RENTAL CHARGES AT THE RATE OF \$344.00 PER HOUR. A one-time cleaning fee of \$650.00 will be applied upon return of the equipment to the Lessor. Customer will be billed \$1,000 if a light bar is not returned with the machine or is damaged upon return. OTHER FEES: If checked these fees will be considered additional rent for the equipment herein this Lease.

\$60 Per Hour for Impactor Blow Bars and Chamber Wear

\$25 Per Hour Cone Liner Fee

\$15 Per Hour Crambo Wear or \$40 Per Hour Terminator Wear

SCREEN FEE charges, _____ PER WEEK / _____ PER MONTH

PUNCH PLATE FEE charges, _____ PER WEEK / _____ PER MONTH

OTHER: _____ charges, _____ PER HOUR / _____ PER WEEK / _____ PER MONTH

OTHER: _____ charges, _____ PER HOUR / _____ PER WEEK / _____ PER MONTH

If this box is checked, Lessee will purchase their own screens for the period of this Lease and no screen fees will be applied. Should Lessee decide they want to purchase their own screens during this lease Lessee will not receive credit or be void of any fees agreed to herein.

3. **ADDITIONAL EQUIPMENT.** Upon the approval of Lessor, additional items of Equipment may be subjected to the terms of this Lease for such term and at such rates as may be mutually agreed upon. Such additional Equipment will be described in a supplemental schedule and this Lease shall apply to such additional Equipment as though presently set forth herein.
4. **WARRANTIES.** Lessee agrees that it has selected each item of Equipment based on its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTIES AS TO THE EQUIPMENT, EXPRESS OR IMPLIED. AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF USE OF THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment or any part thereof.
5. The Lessee agrees to comply with and conform to all municipal, state and federal laws relating to the operation of said machinery and to pay all costs and expenses of every character occasioned by or involving the use or operation of the machinery or Equipment and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal; which may be levied on said Equipment while in the possession of the Lessee. Nothing in this paragraph is to be construed as meaning that the Lessee is to pay the personal property tax levied against the machinery when said machinery is delivered within the home state of the Lessor, as in this case the Lessor is to pay his own personal property tax. In the event the Equipment is rented outside the home state of the Lessor, any and all taxes assessed against the machinery, including personal property tax are to be paid by the Lessee; the words "home state" to mean any state in which the Lessor has a home office or warehousing branch.
6. **TITLE.** Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. The Equipment shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interests in the Equipment or as a result of its attachment to realty.
7. **USE: ASSIGNMENT.** Lessee will cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel only, in accordance with applicable governmental regulations, if any, and for business purposes only. Lessee agrees not to sell, assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in this Lease or the Equipment or to remove the Equipment from its place of installation without Lessor's written consent.
8. **LESSEE'S DEFAULT.** The following events shall constitute defaults on the part of the Lessee hereunder: The failure of the Lessee to pay any installment or rental promptly when the same shall become due; any breach or failure of the Lessee to perform any of its other obligations hereunder; the insolvency or bankruptcy of the Lessee or the making of the Lessee an assignment for the benefit of creditors, or the consent of the Lessee to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver for the Lessee or for a substantial part of its property; the institution by or against the Lessee of bankruptcy, reorganization, arrangement, or insolvency proceedings. Upon the occurrence of any such event, Lessor may at its option declare this Lease to be in default and may do one or more of the following with respect to any or all of the Equipment as Lessor in its sole discretion shall elect, to the extent permitted by applicable law then in effect: (a) cause Lessee to (and Lessee agrees that it will), upon written demand of Lessor at Lessee's expense, promptly return any or all Equipment to Lessor in accordance with all of the terms of Paragraph 12 hereof, or Lessor, at its option, may enter upon the premises where such Equipment is located and take immediate possession of and remove the same, all without liability to Lessor for damage to property or otherwise; (b) sell any or all of the Equipment at public or private sale, with or without notice to Lessee of advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle such Equipment, all as Lessor in its sole discretion may determine and all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereof; (c) by written notice to Lessee, cause Lessee to (and Lessee agrees that it will) pay to Lessor (as liquidated damages for loss of a bargain and not as a penalty) on the date specified on such notice and amount (plus interest thereon at the rate of 18% per annum from said date to the date of actual payment) equal to all unpaid rent payments which absent a default would have been payable hereunder for the full term thereof; and or (d) Lessor may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Lease as to any or all Equipment. In addition, Lessee shall continue to be liable for all indemnities under this Lease and for all legal fees and costs and expenses resulting from the foregoing defaults or the exercise of the Lessor's remedies, including placing any Equipment in the condition required by Paragraph 10 hereof. No remedy referred to in this Paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of any of the Lessor's rights. All accounts not paid when due are subject to a monthly service charge of 1-½ %.
9. **NOTICES.** Any notice and demands required to be given hereunder shall be given to the parties in writing and by regular mail at the address herein set forth, or to such other address as the parties may hereunder substitute by written notice.
10. **REPAIRS, LOSS AND DAMAGE.** Lessee at its own cost and expense, shall keep all Equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required thereof. All such parts, mechanisms, and devices shall immediately become the property of the Lessor and part of the Equipment for all purposes hereof. In the event that any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event condemnation, confiscation, theft or seizure or requisition of title to or use of such item, Lessee shall promptly pay to Lessor an amount equal to the aggregate unpaid purchase price (purchase price less all lease payments), whereupon such items shall become the property of Lessee and Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest, and interest, if any, therein.
11. **INSURANCE.** Lessee shall obtain on the Equipment, at its own expense, property damage and liability insurance in such amounts, against such risks, in such form and with such insurers as shall be satisfactory to Lessor, provided, however, that the amount of property damage insurance shall not be less than the greater of the unpaid purchase price or the installments of rent then remaining unpaid hereunder. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and shall contain a clause requiring the insurer to give to Lessor at least (10) days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance carrier or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance or to advise Lessee in the event such insurance shall not comply with the requirements listed hereof. **Equipment will not leave the Lessor's facilities until a certificate of insurance or satisfactory evidence of insurance coverage is provided by the Lessee to the Lessor.**
12. **RETURN OF EQUIPMENT.** Upon expiration of the lease of each item of Equipment, Lessee, at its own expense, will immediately return such Equipment in the same condition as when delivered to Lessee, ordinary wear and tear excepted, to Lessor at such location as Lessor shall designate.

13. NON-CANCELLABLE LEASE. This Lease cannot be cancelled or terminated except as expressly provided herein.

14. MISCELLANEOUS. Any provision of this Lease, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions thereof, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law Lessee hereby waives any provision of law which renders any provision hereof unenforceable in any respect. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. Time is of the essence in this Lease. The captions in this Lease are for convenience only and shall not define or limit any of the terms hereof. This Lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado, including all matters of construction, validity and performance.

15. The parties agree that exclusive venue for any legal action arising out of this Lease shall be in the District Court of Adams County, Colorado, or if federal jurisdiction is mandatory, the U.S. District Court for the District of Colorado in Denver. The parties further agree that if Lessor institutes legal action to collect sums owed to it pursuant to this Lease and prevails, Lessee shall pay Lessor's reasonable attorneys fees and costs. The Parties waive trial by jury.

16. This Lease may not be modified, except in a writing signed by both parties.

17. If Lessee is a corporation, LLC, or similar entity, Lessee represents that it is solvent and that it has the present ability to make payment as required by this Contract.

18. In the event Lessor is unable to carry out its obligations under this Lease due to war, strike, accident, terrorism, acts of God, or any other cause beyond its control, it may, at its option, suspend or terminate this Lease, and shall be paid a reasonable price for all work and expenses incurred in attempting to perform this Lease.

19. All leased equipment leaving Lessor's property will contain fuel at 50% of the fuel and DEF tank capacity, at minimum. The Lessee must return the leased equipment to Lessor with fuel at a minimum of 50% of the fuel and DEF tank capacity. Lessee agrees to pay for the fuel and DEF required to reach the 50% fuel tank capacity at a rate of \$9.00 per gallon used.

If the Equipment is purchased within 30 days from the date of this Lease, all monies will go towards the purchase price.

THIS LEASE, consisting of the foregoing, and the REVERSE SIDE HEREOF, and any addendums that are so labeled and signed by an authorized officer or director of Lessor, correctly sets forth the final and entire Lease between Lessor and Lessee. The parties intended this Lease to be a complete and exclusive statement of their Lease. No Lease or understandings shall be binding on either of the parties hereto unless specifically set forth in this Lease, and all prior communications are merged into this Lease. The term "Lessee" as used herein shall mean and include any and all Lessees who sign hereunder, each of whom shall be jointly and severally bound thereby.

By execution hereof, the signer hereby certified that he has read this Lease, INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this lease on behalf of Lessee.

SALES REP: Jimmy Bosserman

LESSEE: Tooele County Landfill

LESSEE SIGNATURE: *Jan A. Welu* Date: 1/18/23

POWER SCREENING, LLC. REP SIGNATURE: _____ Date: _____

LESSEE ELECTRONIC INVOICING CONTACT:

NAME:

PHONE #:

EMAIL:

LESSEE SURVEY CONTACT:

NAME: Wayne Anderton

PHONE#: (435) 843-4781

EMAIL: wayne.anderton@tooeleco.org

APPROVED AS TO FORM:

Colin Winchester 01/13/2023

**Colin R. Winchester
Deputy Tooele County Attorney**

Power Screening SOURCEWELL 2023 Komptech Mobile Machine Rental Rates - KT# 050119-KMP

**standard monthly rental is 176 hours / month					
**standard weekly rental is 40 hours / week					
Machine Type	Weekly Rental Rate	Monthly Rental Rate	OT Charge	Wear Charge	Cleaning Fee
Crambo 3400	\$ 13,250	\$ 33,500.00	\$ 331.00	\$15.00	\$650.00
Crambo 5000	\$ 13,750	\$ 36,500.00	\$ 344.00	\$15.00	\$650.00
Crambo 6000	\$ 14,250	\$ 39,500.00	\$ 356.00	\$15.00	\$650.00
Terminator 6000	\$ 14,250	\$ 39,500.00	\$ 356.00	\$40.00	\$650.00
XL3 Star Screen	\$ 8,000	\$ 24,000.00	\$ 200.00	\$5.00	\$750.00
S3 Star screen	\$ 6,000	\$ 18,000.00	\$ 150.00	\$5.00	\$650.00
Nemus 2700 Wheel	\$ 5,250	\$ 15,750.00	\$ 131.00	\$0.00	\$650.00
Nemus 2700 Track	\$ 5,500	\$ 16,500.00	\$ 138.00	\$0.00	\$650.00
TopTurn X55 Windrow Turner	\$ 8,000	\$ 24,000.00	\$ 200.00	\$15.00	\$650.00

1. Do a rental contract just like a sales contract, putting KT # and Customer # on the rental contract. Once contract is signed, a signed copy must be sent to Todd Dunderale and Ryan Puckett
2. Customer can do rental contract or send us a PO, however both Sourcewell numbers must be on the PO
3. Rental is treated just like a standard rental contract
4. Machine is FOB Power Screening location and customer pays for freight



Tooele County Council
Agenda Item Summary

Department Making Request:

Solid Waste

Meeting Date:

1-17-2023

Ratification

Mark Options That Apply:

Grant 1 time

Contract 1 yr. or less

Purchase

Exp date: 2023

Grant With County Match

Contract More than 1 yr.

Exp date:

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ 36,500.00

Item Title: Power Screening Komptech Crambo 5,000

Please answer the who? what? when? why?

Power Screening Komptech Crambo Dual Shaft Shredder
Sourcewell contract number KT#050119-KMP
High torque shredder machine rental for shredding landfill waste.
This is a monthly rental and the machine is currently in Salt Lake City, ready to be delivered.
This machine is used to shread excess wood and green waste materials, resulting in material that we use for landfill cover. Daily cover is required by the Utah Department of Enviornmental Quality, which helps keep vectors out and decreases blowing garbage. We currently have a large amount of wood waste that continues to multiply every day from different sources within the county. I am going to utilize this machine for two months spacing them over the year. This will help me establish a six month rotation which will make it possible to manage the wood waste stream we get all year long.

List who needs copies when approved: Solid Waste Director