

## **City of Morgantown Contract**

This Agreement for the collection, transportation and disposal of non-hazardous Solid Waste and Recyclable Materials (“the Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Morgantown, West Virginia (“City”) and Allied Waste Services of North Americas, LLC d/b/a Republic Services of West Virginia (“Contractor”).

**WHEREAS**, the Legislature of the State of West Virginia has declared that inadequately controlled and improper collection, transportation, processing and disposal of solid waste may threaten the environment and is not in the interest of protecting the public health, safety and welfare; and has imposed requirements and standards for the proper collection and disposal of solid waste; and,

**WHEREAS**, the City has the plenary power, within its municipal boundaries, to prohibit the accumulation and require the disposal of garbage, refuse, trash and other solid wastes and to establish and maintain facilities and programs for the efficient removal and disposal of garbage, refuse, trash, and other solid waste and Recyclable Materials; and,

**WHEREAS**, the City is charged with the duty and responsibility of providing efficient, reasonably priced safe collection and disposal services of all solid waste which is subject to the City’s jurisdiction; and,

**WHEREAS**, to safely, properly and efficiently collect and dispose of Solid Waste and Recyclable Materials and to implement a comprehensive solid waste management program, the City has determined that it is necessary to utilize a contractor to assist the City in this regard; and,

**WHEREAS**, the principal goal and objective of this Agreement is to provide for the

effective collection of Solid Waste for all private and public trash producers located within the municipal boundaries of the City; and,

**WHEREAS**, Contractor has demonstrated its willingness to provide specialized services as agent for the City hereunder, to assure quality service at reasonable cost, which will benefit the City, all residents, and public and private commercial entities located within the municipal boundaries of the City.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor do hereby agree as follows:

**I. Definitions**

The following terms shall have the meanings given except as otherwise provided by the West Virginia Solid Waste Management Act, West Virginia Code Chapter 22, Article 15, as amended, or any successor thereto.

1. Bulky Item - An item of waste either too large or too heavy to be safely and conveniently loaded into the residential solid waste collection vehicles by the personnel available. This includes household items such as large pieces of furniture, bed springs, mattresses, appliances and other discarded materials incidental to the usual routine of major housekeeping.
2. Collection - The removal and transportation of solid waste from the point of pick-up to the place of processing, recycling or disposal.
3. Commercial Unit - Any structure or location other than a Residential Unit including without limitation a Dwelling Unit containing more than one Residential Unit and any location used for commercial purposes.
4. Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations, a small amount of which shall be accepted by the Contractor as a normal generation of refuse from households.
5. Contractor - Allied Waste Services of North America, LLC d/b/a Republic Services of

West Virginia.

6. Curbside - Refers to that area within an arm's reach of the traveled portion of the street.
7. Dwelling Unit - Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooling and eating. Without limiting the generality of the foregoing, each space occupied by an individual or group of individuals for residential purposes pursuant to a lease agreement or other arrangement shall constitute a single habitable unit.
8. Extra Work - Work over and above that called for in the contract.
9. Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.
10. Hazardous Waste - A waste or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may: (A) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (B) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed, as defined in W.Va. Code §22-18-3.
11. Landfill(s) - Any solid waste facility for the disposal of solid waste on or in the land for the purpose of permanent disposal as defined by W. Va. Code §22-15-2(17).
12. Maps - Maps are official maps showing the location and boundaries of the City.
13. Minimum Service - The minimum required amount of solid waste service - whether defined by storage container requirements, number of weekly collections, other means, or some combination thereof - required of any person, entity, or unit by this Agreement or the laws of The City of Morgantown, West Virginia.
14. Municipality - Shall mean The City of Morgantown, West Virginia.
15. Municipal Facility - Any facility owned and/or operated by the City of Morgantown.
16. Owner - Shall mean the individual or entity that owns the Residential Unit being serviced by Republic by this Contract.
17. Recyclable Materials - Recyclable materials means bi-metal beverage cans, aluminum beverage cans, glass bottles, steel cans, newspaper, corrugated cardboard and plastics, and other materials as may be defined as recyclable materials under the West Virginia Code, or applicable local, state and federal laws and regulations and under Code 1-7 of the ASTM International Resin Identification Coding System.

18. Refuse - The term shall include garbage, rubbish and yard waste (except sewage, dirt and manure) from all public and private establishments and residences where such garbage and rubbish has been abandoned and left to be picked up by the contractor.
19. Residential Unit - Shall mean a dwelling within the corporate limits of the City comprising not more than one occupied unit.
20. Residential Solid Waste - A mixture of Bulky Items, Construction Debris, Garbage, Recyclable Materials, Rubbish and Yard Waste.
21. Rubbish - Miscellaneous solid waste material resulting from housekeeping, including, but not limited to, packing boxes, cartons, excelsior, plastic peanuts, paper magazines, tin cans, bottles, glassware, dishes, rubber, rags, wood, leather, small automobile parts (except batteries), floor sweepings, and the like. It will further include large pieces of furniture, "white goods", water closets, bathtubs, sinks, cabinetry, paneling and drywall fragments, carpets and pads, fencing and fenceposts, or other material incident to the occupancy and maintenance of a dwelling unit.
22. Solid Waste - Any garbage, paper, litter, refuse, cans, bottles, waste processed for the express purpose of incineration; sludge from a waste treatment plant; water supply treatment plant or air pollution control facility; and other discarded materials, including offensive or unsightly matter, solid, liquid, semisolid or contained liquid or gaseous material resulting from industrial, commercial, mining or community activities but does not include solid or dissolved material in sewage or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources and have permits under article five-a of Chapter 22 of the West Virginia Code, or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, including any nuclear or byproduct material considered by federal standards to be below regulatory concern, or a hazardous waste either identified or listed under article five -e of this chapter or refuse, slurry, overburden or other wastes or material resulting from coal-fired electric power or steam generation, the exploration, development, production, storage and recovery of coal, oil and gas and other mineral resources placed or disposed of at a facility which is regulated under chapter twenty-two, twenty-two-a or twenty-two-b of the West Virginia Code, so long as placement or disposal is in conformance with a permit issued pursuant to such chapters, all as defined by W. Va. Code §22-15-2(31).
23. Special Waste - Means any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment, including sludge from wastewater treatment plants, medical/infectious waste and automobile tires. Special Waste must conform in all respects with a Contractor-approved Special Waste Profile.

24. Special Waste Profile - Means Contractor's form of documentation that Customer must complete, and Contractor must approve, with respect to any Special Waste prior to Contractor's acceptance of such Special Waste.
25. Surety - The party who is bound with and for the contractor to insure the performance of the contract.
26. Unacceptable Waste - Means highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, materials that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.
27. Unit Price - The monthly compensation for the residential solid waste collection and disposal service provided to each dwelling unit.
28. Waste - Means non-hazardous municipal Solid Waste, Yard Waste, and Recyclable Materials, non-hazardous Special Waste. Waste does not include Unacceptable Waste.
29. Working Hours - On a regular collection day, pick-up shall be those hours between 6:00 AM and 5:00 PM or the hours otherwise specified by contract, ordinance, or by the City Manager.
30. Work or The Work - The furnishing of all labor, materials, equipment etc. for the successful completion of the contract and the carrying out of all duties and obligations imposed by the contract.
31. Yard Waste - Includes rubbish and those waste materials resulting from the maintenance of properties whereon a dwelling is located, including grass clippings, weeds, leaves, brush, garden waste, shrub or tree prunings and other living or dead plant tissues, except that such materials which, due to inadvertent contamination or mixture with other substances which render the waste unsuitable for composting, shall not be considered to be yard waste; provided that the same or similar waste generated by commercial agricultural enterprises is excluded. Yard waste does not include large branches, trees or noncombustible materials which are too bulky for collection in "loadpacker" type sanitation equipment used for regular domestic household collections. (Tree trimmings shall be accepted only if tied in bundles not exceeding four (4) feet in length and weighing not over sixty-five (65) pounds and shall be placed at the curb for pick-up.

## II. General Provisions

1. Exclusive Agreement. During the term of this Agreement, Contractor shall be the City's sole contractor and Agent for the collection and disposal of residential and commercial non-hazardous Waste and Recyclable Materials within the City's jurisdiction. This shall include all private and public entities located within the municipal boundaries of the City. Contractor shall have the right to haul Solid Waste over the streets and all other thoroughfares within the City. City will recognize any and all certificates of convenience and necessity issued to collect trash within the City of Morgantown by the West Virginia Public Service Commission.
2. Compliance with Laws. If the performance of this Agreement is affected by new laws, regulations, rules, ordinances or executive orders, or amendments to existing laws during the term of this Agreement, or any extensions thereof, then the parties shall negotiate new terms and conditions of this Agreement as necessary to insure compliance with the same.
3. Term of Agreement. The term of this Agreement shall begin upon execution and terminate on September 30, 2022, unless otherwise amended pursuant to the terms of this Agreement. This Agreement may be extended for such additional time as agreed upon between the parties hereto in writing.
4. Routes of Collection. Collection routes shall be approved by the City. Contractor shall submit a map designating the collection routes to the City for its approval. Such map shall be of a size to clearly show all pertinent information. The Contractor may from time to time propose to the City for approval, changes in routes or days of collection. Upon the City Manager's approval of any such proposed changes, the Contractor shall promptly give written or published notice to the affected solid waste producers.
5. Holidays. The Contractor may suspend Solid Waste collection on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor's decision to suspend collection on any or all of these holidays shall not relieve the Contractor of its obligation to provide collection service in accordance with the terms of this Agreement. The holiday schedule is attached hereto as Appendix A.
6. Rates. Rates and charges for Residential and Commercial Solid Waste service shall be as set forth and described in Appendix B attached hereto and shall be in accordance with duly enacted City Ordinances. All rates for commercial solid waste service as set forth in Appendix B shall be for service in which a commercial account is set up on or after the effective date of this Agreement. For all commercial accounts that were being serviced by Contractor prior to the effective date of this Agreement, the rates that were in effect for these commercial accounts shall remain in place subject to a 3% annual increase; provided that such accounts will not be exempt from any Minimum Service Requirements.

7. City of Morgantown Municipal Limits. The City of Morgantown municipal limits are described in Appendix C attached hereto. The City of Morgantown Municipal Limits shall include all property legally within the corporate boundary of the City, as it may be amended.
  
8. Account Billing and Collection.
  - a) Commercial Units. Each owner of the real property containing a Commercial Unit shall be responsible for subscribing to the Minimum Service required by this Agreement and/or the laws of The City of Morgantown; provided that, where an occupant of such Commercial Unit has an active separately-billed account for service with the Morgantown Utility Board, such occupant shall subscribe and pay for the required Minimum Service upon determination by the City Manager that it qualifies as a Residential Unit based on the separate billing arrangement.
  - b) Residential Units. Each owner of the real property containing a Residential Unit shall be responsible for subscribing to the Minimum Service required by this Agreement and/or the laws of The City of Morgantown; provided that, where an occupant of such Residential Unit has an active separately-billed account for services with the Morgantown Utility Board, such occupant shall subscribe and pay for the required Minimum Service.
  - c) Method of Billing and Collection. The City shall have the right, but not the obligation, to control the billing and collection of fees for all Residential Unit accounts, either directly or through its agent, upon delivery of written notice to the Contractor. Upon the City's exercise of such right, Contractor shall continue to perform the regular collection of waste for all Residential Units within the City, and City shall collect and remit to Contractor the fees for collections of waste at such Residential Units, less any service fees charged for the billing and collection services. Contractor shall be responsible for the billing and collection of fees for all Commercial Units.
  
9. Municipal Ordinances. All municipal ordinances of The City of Morgantown, as they may be amended, regarding the billing and collection of solid waste are hereby incorporated into this Contract.

### **III. Exclusive Contract**

To the extent permissible by law, the Contractor is the only entity or individual having a Waste service agreement with the City. The City will retain authority to collect Solid Waste in public places and on private property when a nuisance or safety hazard is present and to store waste in roll-off containers at the City Garage for collection by contractor. Contractor will collect Solid Waste from open street receptacles and all municipal buildings at no cost to City.

#### **IV. Transferability of Agreement**

No assignment or transfer of this Agreement or any right accruing thereunder shall be made in whole or in part by the Contractor or City without the express written consent of the City and Contractor.

#### **V. Frequency of Collection/Removal and Day/Time Collection**

1. Regular Collection. The Contractor shall collect and remove all Refuse, Yard Waste and Recyclable Materials, from all properties once per week or as otherwise required by the Minimum Service requirements and/or customer subscriptions to service so long as said Refuse is properly tied and/or bundled, placed in suitable containers and properly located at curb or roadside, or in a designated dumpster or compactor. During times of severe weather, Refuse shall be collected at the first opportunity.
2. Special Districts. The Contractor agrees to provide collection services seven days per week within the downtown business district and such other areas within the City as the City Manager may reasonably determine require such collection.
3. Special Collection. The Contractor agrees to provide to the City, at no cost, sanitation trucks and employees which will assist the City in cleaning up before and/or after special events, as designated by the City Manager, on up to six (6) occasions each calendar year.
4. Collection at City facilities. Contractor will collect Solid Waste from open street receptacles and all municipal buildings at no cost to City. Such collection locations shall include, without limitations, the following: City Hall, Public Safety Building, City Garage, Morgantown Public Library, the Aull Center, Metropolitan Theater, Morgantown History Museum, Morgantown Municipal Airport, South Side Fire Station, North Side Fire Station, Norwood Fire Station, Morgantown Marketplace Pavilion, Marilla Park (two containers), Krepps Park (containers), Dorsey's Knob Park (containers), White Park Ice Arena (roll-off), White Park (ballfields - containers), Maintenance Shop (roll-off), Wiles Hill (dumpster), Valley Crossing (roll-off), bus stop locations to be identified by the City in cooperation with the Mountain Line Transit Authority, and any on-shore facility established for collection and storage of refuse and/or recycling accumulating at the Morgantown Lock and Dam on the Monongahela River.
5. Curbside single-stream residential recycling. Contractor shall collect residential recycling on the same day as collection of refuse from residential units.
6. Single-stream Commercial Recycling. Recycling service and collection may be included in the subscription of each Commercial Unit. The City shall have the right to designate areas in which subscription to Commercial Recycling is required as a part of the Minimum Service Requirements, either by ordinance or by determination of the City

Manager.

7. Collection of hazardous waste. Contractor will work with City to establish temporary single event locations for household hazardous waste collection in coordination with established ongoing City programs. Residents may bring their household hazardous waste materials, or waste generated by normal household activities that contain toxic chemicals that should be handled properly such as batteries, paint, household chemical products, to designated drop off location where materials will be properly stored and disposed of. The cost of these events will be agreed upon at the time of these events.
8. Specifications for all Recyclable Materials. If the Services include any Recyclable Materials, Customer's Recyclable Materials shall comply with any and all specifications provided by Republic. To the extent any load or any type of Recyclable Material is rejected by the recycling facility or is not of the intended quality or grade, Republic shall not be responsible for recycling the same and shall notify City of any general classification or type of materials not being accepted for recycling. If market conditions develop that limit or inhibit Republic from selling some or all of Customer's Recyclable Material at competitive rates, Republic shall confer with the City to address market conditions, and may, at the Customer's option, suspend, reduce or discontinue any or all Services relating to Customer's Recyclable Materials; increase service rates as proposed by Republic and agreed to by Customer; or, subject to regulatory approval, dispose of the Recyclable Materials in a landfill.
9. Additional Services.
  - a) Contractor will cooperate with City to evaluate the availability of Composting services for accounts with the City. It is understood and agreed by the parties that composting is a valuable and sustainable method of waste collections and processing that should be utilized when feasible.
  - b) Contractor will cooperate with City to identify and evaluate methods for the collection and storage of refuse and/or recyclable materials that accumulate at the Morgantown Lock and Dam on the Monongahela River.

**VI. On-Call Door-to-Door E-waste Collection, Processing and Disposal.**

Contractor, either through its own equipment and personnel or through a qualified subcontractor, will provide to the residents of the City an on-call door-to-door E-Waste ("E-WASTE") collection, transportation, storage and disposal service during the term of the Contract and any extensions thereto. The purpose of the E-WASTE Service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of acceptable materials (as defined herein) that are otherwise difficult to dispose of and which are used and found in residents' homes. This service includes the following components:

1. The service will be offered to all residents covered by the Contract on an on-call basis and Contractor will provide a toll-free phone number or a website that will provide residents with instructions on scheduling service.
2. The program includes no less than monthly collection of Televisions, Computers, Monitors, VHS and DVD players, Printers, Fax Machines, Cable Boxes, Keyboards, Gaming Equipment and similar electronic waste. A monthly limit of 2 Tub TVs and/or CRT Computer Monitors will be placed on each residence however no limited on other types of household generated e-waste.

3. Pricing - Per Unit Per Month

Year 1 \$0.75  
Year 2 \$0.80  
Year 3 \$0.85  
Year 4 \$0.90  
Year 5 \$0.95

The Business model of collecting and processing of E-waste is relatively new in the terms of handling different types of waste. If Contractor can demonstrate the cost of processing or transportation of materials collected is not within normal inflation, Contractor may petition the City to increase customer fees or cancel the service with 60 days' notice. Changes in local, State or Federal fee or taxes may be cause for a fee increase. No reasonable request for a fee adjustment will be denied by the City.

4. Contractor shall assist City of Morgantown in developing press releases and/or advertising materials to announce the E-WASTE Service, and will assist City of Morgantown in the planning of a public education campaign introducing the E-WASTE Service.
5. The collection of E-WASTE from Commercial Units is excluded.
6. Materials collected in the program must be delivered to a DEP approved location.

**VII. Containers**

1. All Waste to be collected by the Contractor shall be containerized per mutual agreement.
2. The City Manager may direct the method of storage (compactor/dumpster/toter). The City Manager may direct the placement of a storage container, including a dumpster or compactor for refuse or recycling, upon any City property, and the City Manager shall have the authority to establish access agreements for such container with private users of solid waste services.

3. The Contractor shall provide each Dwelling Unit and Municipal Facility with a recycling container and shall provide appropriate recycling containers for commercial accounts. The Contractor shall additionally provide a recycling container at each public school within the City, of a type designated by the City Manager, and shall provide for regular collections of such recycling at no additional cost to the City or public school facility.
4. Contractor is responsible for returning all containers to secure, locked positions after collection and for ensuring all Solid Waste is removed from containers.

### **VIII. Location of Containers**

The containers and/or bags shall be placed at the street curb, in a municipal alley if one exists (provided that containers may not be permanently stored in public rights-of-way without City permission), or along the road berm, whichever is the case. The location shall be arranged to facilitate the removal of Refuse by the Contractor. The Contractor shall be required to make collections from this location. For standard Refuse containers that are placed at the curb, the Contractor shall empty the container and return the container to the curb location in a neat and orderly fashion. The Contractor will be held liable for in-kind replacement of containers that, subject to reasonable wear and tear, are damaged in handling. The Contractor shall not be required to collect Waste off the street, alley or road right-of-way, except where a dumpster or compactor is located in an accessible location. Where containers and bags of Waste are placed in a right-of-way and may cause a safety hazard to vehicular or pedestrian traffic, special locations for collection shall be designated by the City Manager or Director of Public Works.

### **VIX. Customer Relations and Cooperation with Stakeholders**

Customer complaints which are received by the City will be forwarded to the Contractor. All complaints will be addressed within 24 hours of notification. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly. Complaints which are not resolved by the Contractor shall be forwarded to the City Manager who will work with the Contractor to resolve the issue. The Contractor shall provide the City with an annual report that includes a list of complaints received and how each complaint was resolved.

The Contractor shall have a telephone number available to the City for the disposition of problems. In addition, the Contractor shall provide, in writing, an emergency number and an alternate emergency number for the purpose of contacting Contractor in case of a serious complaint. The Contractor shall provide the residents with good reasonable service on a continuous schedule during normal working hours.

### **X. Cleanup of Spillage of Blowing Litter**

The Contractor shall clean up any material spilled or blown during collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. All materials shall be transported in a covered vehicle so

that the materials do not drop or blow onto any public street or private property during transport.

## **XI. Indemnification**

Except where injury to persons or damage to property is solely due to the negligence of the City of Morgantown, its Council members, officers, agents, representatives and employees, the Contractor shall indemnify, defend and save harmless the City of Morgantown, its Council members, officers, agents, representatives and employees from and against all loss or expense (including costs and attorney's fees) by reason of any liability asserted or imposed upon the City, its Board members, officers, agents, representative and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work described herein, whether such injuries to persons, or damage to property, is due, or claimed to be due, to the negligence of the Contractor, the city, its Board members, officers, agents, representatives and employees.

## **XII. Insurance/Bonds**

The Contractor shall procure and maintain during the life of this contract, except where otherwise indicated, the following coverages:

1. Workers Compensation Insurance, including employer's liability to cover employee injuries or disease compensated under the Workers Compensation Statutes of the State of West Virginia.
2. Commercial General Liability Insurance, to cover bodily injury to persons other than employees and for damage to tangible property, including the loss of use thereof, and including the following exposures:

\$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

  - a) Bodily injury or death: property damage - combined single limit- in the minimum amount of \$1,000,000.
  - b) Independent contractors or subcontractors employed by Contractor are under Contractor's policies of insurance.
  - c) All premises and operations.
3. Comprehensive Automobile Liability, policy to cover West Virginia No-Fault liability, residual bodily injury liability and property damage with coverage limits of at least

\$1,000,000 combined single limit and otherwise complying with the provisions of West Virginia's automobile insurance laws, covering any and all occurrences arising out of the ownership, maintenance or use of any owned, non-owned or hired motor vehicle.

4. Environmental Impairment/Pollution Liability Coverage - for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to non-owned disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.
5. Additional Insured - The City of Morgantown shall be named as an "additional insured" on all policies providing coverage under Section 2.
6. Notice of Cancellation - All policies affording the various coverages required in the Insurance Section, other than workers' compensation, of the contract shall be endorsed via blanket form endorsement to provide for a thirty (30) day prior written notice to be delivered to the City before any of the coverages afforded by these policies are either materially changed (including reduction in value) or cancelled.
7. Performance Bond - The Contractor shall, within ten (10) days after the execution of the contract, and before the contract shall take effect, furnish and deliver to the City of Morgantown a performance bond with corporate surety acceptable to the City guaranteeing performance of the contract as follows:

A bond in the amount of Two Hundred Fifty Thousand Dollars (\$25,000.00) guaranteeing performance of the contract from October 1, 2017 through September 30, 2022 (or five (5) years from contract).

### **XIII. Right to Terminate Contract (Breach of Contract)**

1. Either party may terminate this Agreement upon material breach of the terms hereof upon delivery of thirty (30) days written notice to the other party. Within such 30-day period, either party, shall have the opportunity to cure such default or breach of the Agreement and cure of such default or breach shall preclude termination of the Agreement.
2. If the Contractor should be adjudged bankrupt or make a general assignment for the benefit of creditors or others, or if a receiver should be appointed, or if the Contractor should refuse to supply enough labor, material or equipment to maintain collections or fail to make prompt pick-up of materials or labor or disregard the laws of the State of West Virginia and the ordinances of the City of Morgantown or otherwise be guilty of substantial violation of any provisions of the contract, then the City may, without prejudice to any other right or remedy, terminate the contract by sending written notification to the Contractor. A minimum of 90 days notification will be given to the Contractor prior to termination of the contract pursuant to this provision.

#### **XIV. Contractor's Understanding**

It is understood and agreed that the Contractor is, by careful examination, satisfied as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character and amount of equipment needed, the prevailing weather, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the contract, shall affect or modify any of the terms or obligations herein.

The Contractor agrees to assume complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for collection, composting and disposal of material under this contract which are or may be required of the Contractor by any authorized governmental agency and shall maintain compliance with the conditions of said permits at all times during the life of the contract. Contractor shall promptly advise the owner in writing of any transfer, modification or revocation of required permits, licenses, privileges or rights required for the performance of this contract which will or may affect the ability of the Contractor to fulfill the terms of this contract.

#### **XV. Antidiscrimination Clause**

The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his/her hire, tenure, terms, conditions or privileges of employment by reason of race, color, religion, national origin or ancestry, sex, age, blindness, disability, sexual orientation, gender identity, familial status, or veteran status except where based on a bona fide occupational qualification and shall require a similar covenant on the part of any subcontractor employed in the performance of this contract. This clause is intended in all respects to ensure Contractor conforms to the provisions of the City Code Article 153 providing for Human Rights.

The Contractor must comply with City policies regarding Sexual Harassment, Drug & Alcohol and Workplace Violence during the execution of its duties. Copies of these policies are available from the City upon request. Breach of the policies may be regarded as a breach of contract.

#### **XVI. Public Convenience and Safety**

The Contractor shall observe ordinances related to obstructing streets, keeping passageways open and protecting same and shall obey all laws and ordinances controlling or limiting those engaged in the work. The Contractor is granted the privilege of using the streets for the purpose of doing the work specified, but is not granted exclusive use of such streets. The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to property owners.

The Contractor shall be responsible for insuring that employees have a current valid West Virginia driver's license and safe driving record. They must also possess all required endorsements for the equipment being driven. The Contractor shall also be responsible to see that employees observe and obey all traffic laws.

## **XVII. Equipment**

Equipment to be used for hauling Waste shall be late model, steel body with steel covers, nonleakable and of the automatic packer type. The equipment shall be in such condition and in sufficient quantity that the schedule of collection can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from the collection schedule.

The Contractor shall use the equipment identified in its proposal or equipment equal in type, specifications and age, usual wear and tear expected, at all times during the performance of the contract and shall promptly acquire and use such additional equipment as shall be from time to time required.

All vehicle and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the identity and telephone number of the Contractor and shall be equipped with "strobe lights." All equipment used to collect and transport Waste under this contract shall have current State of West Virginia licenses, certifications and registration required for this purpose.

Any equipment Contractor furnishes shall remain Contractor's property. The City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Contractor may charge an additional fee for any additional collection service required by an account owner's failure to provide access.

## **XVIII. Reporting**

Contractor shall submit a quarterly report showing the amounts of compost, Recyclable Materials and Refuse disposed of and the total accounts of each type served. The report shall also include data showing the provision of recycling information to consumers as required by this section. The Contractor should include within the report measures of engagement including number and percentage of accounts actively participating in the recycling program. The reports should be made available by April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>.

In addition to the reporting responsibilities, the Contractor will annually provide to commercial and residential customers clear and accurate information on proper recycling practices. Contractor will work with the designated representative(s) of City to prepare such annual publications. The information should be made available in several forms including flyers/brochures, stickers for recycling bins, magnets for refrigerators, inserts in bills, and publicity in local media.

**XIX. Disposal of Refuse, Garbage and Rubbish**

Contractor will use Mountaineer Transfer Station as a disposal site. Contractor will operate in accordance with Chapter 22, Article 15 of the West Virginia Code entitled “Solid Waste Management Act,” as amended, and any regulations adopted pursuant thereto. Current copies of the disposal site license shall be provided to the Owner during the life of this contract. If for any reason the Contractor decides to change the disposal site, the City shall be given immediate notice of such change. The City shall be given the right to inspect the landfill and such recycling facilities as the Contractor shall control.

**XX. Compliance with Federal, State and City Laws**

The Contractor shall comply with all applicable laws statutes, ordinances, rules and regulations enacted by any federal, state or local agency regarding the collection and disposal of all Refuse, Garbage, Rubbish and cleanup materials.

**XXI. Title To Waste**

Contractor shall acquire title to Waste when loaded into Contractor’s truck. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor. Contractor does not take ownership over Unacceptable Waste, even if it does make it into Contractor’s trucks.

**XXII. Right of Refusal**

Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste until such Unacceptable Waste is removed. If any Unacceptable Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of any Unacceptable Waste and to assist Contractor in collecting from the generator or depositor the costs incurred by Contractor in connection with the Unacceptable Waste.

**XXIII. Special Waste Profile**

For each Special Waste that Contractor is asked to manage under this contract, the Customer shall utilize Contractor’s approved Special Waste Profile, signed by an authorized officer of Customer, containing a complete and accurate description of the waste stream, including the generating process and chemical and physical characteristics. Further:

1. The Customer warrants that all information in the Special Waste Profile is true and correct, and that Contractor will rely solely upon written information provided by the

Customer in the Special Waste Profile. The Customer agrees that the Contractor, in its discretion, also may request a same and full analytical characterization for each Special Waste at Contractor's cost.

2. Upon successful conclusion of the waste characterization approval process, the Customer shall thereafter update the Special Waste Profile (1) upon the reasonable request of Contractor; or (2) immediately upon any change in the composition, generating process or characteristics of the waste. The Customer agrees, upon written request of Contractor, to provide a Special Waste Profile or, in Contractor's discretion, a representative sample and full analytical characterization of any Waste Material to Contractor or others in connection with the proper management of the Special Waste.
3. The Customer warrants that it has sufficient knowledge and information to ensure that the Special Waste Profile provided is true and correct at the time of tender of every load of Special Waste and that each load of Special Waste tendered for management by Contractor (1) shall be fully and precisely described in a Special Waste Profile; (2) shall conform to the information provided in the Special Waste Profile; and (3) shall not contain any Hazardous Waste or Unacceptable Waste.
4. Contractor must approve the Special Waste Profile provided by the Customer prior to Contractor's acceptance of such Special Waste.

#### **XXIV. Penalties**

1. Purpose. It is understood and agreed by the parties that the collection of solid waste is an essential public service necessary to the health and enjoyment of the residents and visitors of The City of Morgantown, and that in order to promote the effectiveness of such public service it is imperative that all solid waste be collected as efficiently and effectively as reasonably possible. Penalties shall be imposed as a last resort to promote effectiveness, shall not be imposed where the failure was caused by a Force Majeure event as described in section XXV, and will only be imposed after Contractor has been given prior notice of the noncompliance and failed to correct the noncompliance within three (3) days, unless such noncompliance is incapable of correction or as otherwise specified in Paragraph 3 below.
2. Evergreen Penalty Account. In order to ensure such collection is maintained during the term of this Agreement, the parties agree that the Contractor will be subject to penalties for noncompliance with the terms of this Agreement as prescribed in this section, and that to ensure payment thereof Contractor will, prior to this Agreement becoming effective, establish a joint account with a banking institution acceptable to City Contractor will deposit in such account the initial amount of \$5,000.00 and will replenish the balance of such account to a minimum of \$5,000.00 within seven (7) days of any date on which the balance of the account drops below \$5,000.00.

3. Penalty Accounts. The following instances of noncompliance shall be penalized at the sums noted below:
  - a) Collection of residential waste prior to 6:00 a.m. - \$100 per incident
  - b) Failure to collect spillage - \$50 per incident
  - c) Failure to collect waste or recyclables within one business days of notification of missed service - \$50 per incident
  - d) Each additional missed service of an account within a 6-month period following a notification of missed service - \$50 per incident
  - e) Missed service of one block (constituting one side of one street between cross streets) - \$500 per incident
  - f) Failure to replace or fix commercial container within 10 days of notice - \$50 per day per container
4. Determination of Noncompliance. The City Manager shall determine, in the exercise of reasonable discretion, when an event of noncompliance justifying a penalty hereunder has occurred, and, upon such determination, shall notify Contractor in writing and withdraw from the joint account established hereunder an amount equal to the penalty for such noncompliance. If Contractor believes such determination has been made erroneously, Contractor may seek reimbursement of such funds through any applicable administrative or judicial process after providing the City Manager written notice thereof and a time period of 30 days in which to repay such withdrawal or otherwise reach resolution with the Contractor.

**XXV. Force Majeure**

Any failure or delay in performance due to contingencies beyond a party's reasonable control, including but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this Contract.

**XXVI. Miscellaneous Provisions**

1. If any term, clause or provision of this Agreement shall be adjudged by any court or government agency to be invalid or contrary to any applicable law or regulation, such invalidation or determination shall not affect the validity and enforceability of the remaining portions of the clauses and provisions of this Agreement; and to this end, the terms, clauses and provisions of this Agreement are hereby agreed to be severable.

2. The City's Solid Waste Collection Ordinances, as amended, are hereby incorporated within this Agreement as a part thereof and shall be complied with by the parties hereto.
3. Both parties hereto acknowledge and agree that this document contains the entire Agreement between the parties and that they have not relied upon any statement, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of the Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto within an amending Agreement in the same manner as the execution of this Agreement.
4. This Agreement can be modified in writing by the parties at anytime during its term so as to comply with applicable West Virginia law.
5. This Agreement shall be deemed to have been entered in Morgantown, Monongalia County, West Virginia, and made in and construed in accordance with the laws of the State of West Virginia.
6. Any notice or other communication to the City or the Contractor pursuant hereto shall be deemed validly given, served or delivered upon deposit in the United States Mail, certified and with proper postage and certification fee prepaid, addressed as follows:
 

<p>To     CITY                    City of Morgantown                    City Manager's Office                    389 Spruce Street                    Morgantown, WV 26505</p>	<p>          CONTRACTOR                    ALLIED WASTE SERVICES                    #2 12<sup>th</sup> Street                    Fairmont, WV 26554</p>
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7. Contractor shall have no confidentiality obligation with respect to any Waste collected pursuant to this Contract.
8. The City and Contractor agree that the attached Approximate Solid Waste Generation Guidelines shall be used as a guide for minimum service requirements.
9. Republic Services Sales Representatives are available to perform Blue Print Waste Assessments that will address specific needs and demands.

**XXVII. Regulatory Approval**

The Parties acknowledge that this Agreement must be submitted to the West Virginia Public Service Commission for approval.

**XXVIII. Construction**

The headings in this Contract are inserted for convenience only, and shall not constitute a part of this Contract or be used to construe or interpret any of its provisions. The parties have participated jointly in negotiating and drafting this Contract. If a question of interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have signed below by and through their authorized representative.

THE CITY OF MORGANTOWN,  
a municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

City of Morgantown  
389 Spruce St.  
Morgantown, WV 26505

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC  
d/b/a REPUBLIC SERVICES OF WEST VIRGINIA

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its \_\_\_\_\_

# MORGANTOWN, WV HOLIDAY SCHEDULE

tabbles' Appendix A



## 2017-2018



### October '17

Wk	Su	M	Tu	W	Th	F	Sa
40	1	2	3	4	5	6	7
41	8	9	10	11	12	13	14
42	15	16	17	18	19	20	21
43	22	23	24	25	26	27	28
44	29	30	31				

### November '17

Wk	Su	M	Tu	W	Th	F	Sa
44				1	2	3	4
45	5	6	7	8	9	10	11
46	12	13	14	15	16	17	18
47	19	20	21	22	23	24	25
48	26	27	28	29	30		

### December '17

Wk	Su	M	Tu	W	Th	F	Sa
48						1	2
49	3	4	5	6	7	8	9
50	10	11	12	13	14	15	16
51	17	18	19	20	21	22	23
52	24	25	26	27	28	29	30
52	31						

### January '18

Wk	Su	M	Tu	W	Th	F	Sa
1		1	2	3	4	5	6
2	7	8	9	10	11	12	13
3	14	15	16	17	18	19	20
4	21	22	23	24	25	26	27
5	28	29	30	31			

### February '18

Wk	Su	M	Tu	W	Th	F	Sa
5					1	2	3
6	4	5	6	7	8	9	10
7	11	12	13	14	15	16	17
8	18	19	20	21	22	23	24
9	25	26	27	28			

### March '18

Wk	Su	M	Tu	W	Th	F	Sa
9					1	2	3
10	4	5	6	7	8	9	10
11	11	12	13	14	15	16	17
12	18	19	20	21	22	23	24
13	25	26	27	28	29	30	31

### April '18

Wk	Su	M	Tu	W	Th	F	Sa
14	1	2	3	4	5	6	7
15	8	9	10	11	12	13	14
16	15	16	17	18	19	20	21
17	22	23	24	25	26	27	28
18	29	30					

### May '18

Wk	Su	M	Tu	W	Th	F	Sa
18			1	2	3	4	5
19	6	7	8	9	10	11	12
20	13	14	15	16	17	18	19
21	20	21	22	23	24	25	26
22	27	28	29	30	31		

### June '18

Wk	Su	M	Tu	W	Th	F	Sa
22						1	2
23	3	4	5	6	7	8	9
24	10	11	12	13	14	15	16
25	17	18	19	20	21	22	23
26	24	25	26	27	28	29	30

### July '18

Wk	Su	M	Tu	W	Th	F	Sa
27	1	2	3	4	5	6	7
28	8	9	10	11	12	13	14
29	15	16	17	18	19	20	21
30	22	23	24	25	26	27	28
31	29	30	31				

### August '18

Wk	Su	M	Tu	W	Th	F	Sa
31				1	2	3	4
32	5	6	7	8	9	10	11
33	12	13	14	15	16	17	18
34	19	20	21	22	23	24	25
35	26	27	28	29	30	31	

### September '18

Wk	Su	M	Tu	W	Th	F	Sa
35							1
36	2	3	4	5	6	7	8
37	9	10	11	12	13	14	15
38	16	17	18	19	20	21	22
39	23	24	25	26	27	28	29
39	30						

Days highlighted in **BLUE** are normal trash, recycling and yard waste collection days in the City of Morgantown

Days highlighted in **RED** are the 6 major Holidays observed by Republic Services. Offices will be closed and routes suspended on these days. Collection days will resume the following business day and may result in a 1-day delay in your collection.



City of Morgantown - Solid Waste, Recycling & Composting

**OPTION #1**

**City of Morgantown Bid Sheet**

(based on contract year from October 1 - September 30)

City or its chosen agent will collect residential payments from City residents and submit to Contractor after retaining an administrative fee for collection.

Payment is based on active house count

**YEAR 1:**

Refuse: \$ 16.38 per month per unit  
Recycling: \$ Included per month per unit  
Compostables: \$ No Bid\* per month per unit Yard Waste Collected with Trash  
TOTAL: \$ 17.13\*\* per month per unit Includes State of W. V. PSC approved fuel surcharge

**YEAR 2:**

Refuse: \$ 16.87 per month per unit  
Recycling: \$ Included per month per unit  
Compostables: \$ No Bid\* per month per unit Yard Waste Collected with Trash  
TOTAL: \$ 17.64\*\* per month per unit Includes State of W. V. PSC approved fuel surcharge

**YEAR 3:**

Refuse: \$ 17.38 per month per unit  
Recycling: \$ Included per month per unit  
Compostables: \$ No Bid\* per month per unit Yard Waste Collected with Trash  
TOTAL: \$ 18.17\*\* per month per unit Includes State of W. V. PSC approved fuel surcharge

**YEAR 4:**

Refuse: \$ 17.90 per month per unit  
Recycling: \$ Included per month per unit  
Compostables: \$ No Bid\* per month per unit Yard Waste Collected with Trash  
TOTAL: \$ 18.72\*\* per month per unit Includes State of W. V. PSC approved fuel surcharge

**YEAR 5:**

Refuse: \$ 18.44 per month per unit  
Recycling: \$ Included per month per unit  
Compostables: \$ No Bid\* per month per unit Yard Waste Collected with Trash  
TOTAL: \$ 19.28\*\* per month per unit Includes State of W. V. PSC approved fuel surcharge

State of W. V. PSC fuel surcharge adjusted bi-annually

### City of Morgantown 2017 Municipal Collection Commercial Trash Pricing

Year #1	PICKUPS PER WEEK						
Category	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	7 x Week
1 cu. yd. Dumpster	\$52.49	\$104.98	\$157.47	\$209.96	\$262.44	\$314.93	\$367.42
2 cu. yd. Dumpster	\$78.81	\$134.13	\$189.40	\$244.74	\$300.04	\$355.36	\$408.16
3 cu. yd. Dumpster	\$102.66	\$175.93	\$249.21	\$321.29	\$395.75	\$469.00	\$534.85
4 cu. yd. Dumpster	\$116.76	\$192.34	\$273.84	\$355.32	\$436.78	\$518.27	\$620.31
6 cu. yd. Dumpster	\$138.12	\$235.09	\$332.08	\$429.05	\$526.05	\$623.02	\$721.97
8 cu. yd. Dumpster	\$171.41	\$295.83	\$420.26	\$544.64	\$674.93	\$793.48	\$894.56
15-42 yd. roll off Rates do not include Disposal Costs	\$146.50	\$292.99	\$439.49	\$585.99	\$732.48	\$878.98	\$1,025.48

Year #2	PICKUPS PER WEEK						
Category	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	7 x Week
1 cu. yd. Dumpster	\$54.06	\$108.13	\$162.19	\$216.25	\$270.32	\$324.38	\$378.44
2 cu. yd. Dumpster	\$81.17	\$138.15	\$195.08	\$252.08	\$309.04	\$366.02	\$420.40
3 cu. yd. Dumpster	\$105.74	\$181.21	\$256.68	\$330.93	\$407.62	\$483.07	\$550.89
4 cu. yd. Dumpster	\$120.26	\$198.11	\$282.05	\$365.98	\$449.89	\$533.81	\$638.92
6 cu. yd. Dumpster	\$142.27	\$242.14	\$342.04	\$441.92	\$541.83	\$641.71	\$743.63
8 cu. yd. Dumpster	\$176.55	\$304.70	\$432.87	\$560.98	\$695.18	\$817.29	\$921.39
15-42 yd. roll off Rates do not include Disposal Costs	\$150.89	\$301.78	\$452.68	\$603.57	\$754.46	\$905.35	\$1,056.24

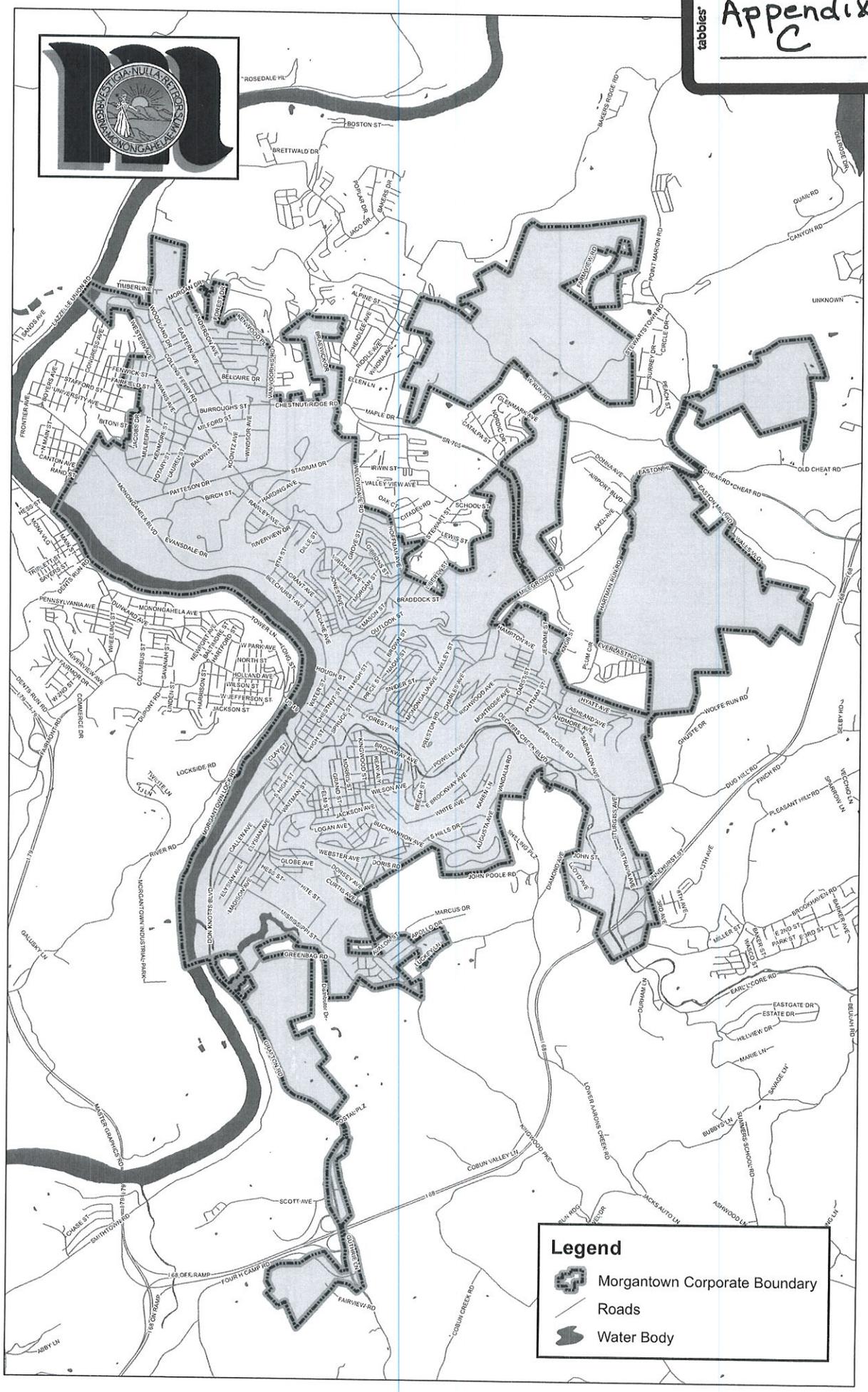
Year #3	PICKUPS PER WEEK						
Category	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	7 x Week
1 cu. yd. Dumpster	\$55.69	\$111.37	\$167.06	\$222.74	\$278.43	\$334.11	\$389.80
2 cu. yd. Dumpster	\$83.60	\$142.29	\$200.93	\$259.64	\$318.31	\$377.00	\$433.01
3 cu. yd. Dumpster	\$108.91	\$186.65	\$264.39	\$340.85	\$419.85	\$497.56	\$567.42
4 cu. yd. Dumpster	\$123.87	\$204.06	\$290.51	\$376.96	\$463.38	\$549.83	\$658.08
6 cu. yd. Dumpster	\$146.53	\$249.40	\$352.31	\$455.18	\$558.09	\$660.96	\$765.94
8 cu. yd. Dumpster	\$181.85	\$313.84	\$445.85	\$577.81	\$716.03	\$841.80	\$949.03
15-42 yd. roll off Rates do not include Disposal Costs	\$155.42	\$310.84	\$466.26	\$621.67	\$777.09	\$932.51	\$1,087.93

Year #4	PICKUPS PER WEEK						
Category	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	7 x Week
1 cu. yd. Dumpster	\$57.36	\$114.71	\$172.07	\$229.42	\$286.78	\$344.14	\$401.49
2 cu. yd. Dumpster	\$86.11	\$146.56	\$206.96	\$267.43	\$327.86	\$388.31	\$446.01
3 cu. yd. Dumpster	\$112.18	\$192.25	\$272.32	\$351.08	\$432.44	\$512.49	\$584.44
4 cu. yd. Dumpster	\$127.59	\$210.18	\$299.23	\$388.27	\$477.28	\$566.32	\$677.83
6 cu. yd. Dumpster	\$150.93	\$256.89	\$362.88	\$468.83	\$574.83	\$680.79	\$788.91
8 cu. yd. Dumpster	\$187.31	\$323.26	\$459.23	\$595.15	\$737.51	\$867.06	\$977.50
15-42 yd. roll off Rates do not include Disposal Costs	\$160.08	\$320.16	\$480.24	\$640.32	\$800.41	\$960.49	\$1,120.57

**City of Morgantown  
2017 Municipal Collection Commercial Trash Pricing**

Year #5 Category	PICKUPS PER WEEK						
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	7 x Week
1 cu. yd. Dumpster	\$59.08	\$118.15	\$177.23	\$236.31	\$295.38	\$354.46	\$413.54
2 cu. yd. Dumpster	\$88.70	\$150.96	\$213.17	\$275.46	\$337.70	\$399.96	\$459.39
3 cu. yd. Dumpster	\$115.54	\$198.02	\$280.49	\$361.61	\$445.42	\$527.86	\$601.98
4 cu. yd. Dumpster	\$131.42	\$216.48	\$308.20	\$399.91	\$491.60	\$583.31	\$698.16
6 cu. yd. Dumpster	\$155.46	\$264.59	\$373.76	\$482.90	\$592.08	\$701.21	\$812.58
8 cu. yd. Dumpster	\$192.93	\$332.96	\$473.01	\$613.00	\$759.64	\$893.07	\$1,006.83
15-42 yd. roll off Rates do not include Disposal Costs	\$164.88	\$329.77	\$494.65	\$659.53	\$824.42	\$989.30	\$1,154.18

- 1 All commercial containers are to be loaded level with the lids closed
- 2 All roll off containers are priced per pull. Disposal and any applicable fees will be added to the rate shown above
- 3 Disposal is charged at \$62.25 per ton including all fees, taxes and surcharges. Increases will be passed on after 30 days notification.
- 4 Compactors will be charged based on \$\_\_\_\_ per hour Installation.
- 5 Vert-I-Pak commercial compactors will be charged at a rate of \$\_\_\_\_ month rental plus a "per pick up rate based on container size.
- 6 Self-container roll off compactors will be charged at a rate of \$\_\_\_\_ month rental plus a "per pick up and disposal rate.
- 7 Break Away roll off compactors will be charged at a rate of \$\_\_\_\_ month rental plus a "per pick up and disposal rate.
- 8 Compactors and containers for recycling will be priced per pull (as above) unless the distance to the processing center or demurge time is higher than normal. All charges should be consistent with other pricing provided and any deviations will be openly discussed with the City Leadership.
- 9 Any additional services needed by the City after the contract is executed will be provided at rates consistent with those provided above.
- 10 All ancillary services will be subject to a 3% annual price increase, consistent with the annual increases in the container services listed above.
- 11 OCC Recycling containers for Commercial Customers can be added at a rate of 85% of the rates shown above.
- 12 All containers include the initial delivery and set up. Should commercial accounts add/delete/relocate containers after the initial delivery, they may be subject to a relocation charge not to exceed \$125.00 for each move.
- 13 All commercial and industrial containers must be located in a place that is free from obstruction and poses no safety threat to either Republic Services employees or the general public. Each location must be mutually agreed upon prior to service being started. Commercial and Industrial customers are responsible for providing accessibility as previously described.
- 14 Pricing is provided assuming Republic Services will perform all billing to commercial and industrial customers.



**Legend**

-  Morgantown Corporate Boundary
-  Roads
-  Water Body