

AN ORDINANCE AUTHORIZING A CONTRACT WITH REPUBLIC SERVICES FOR SOLID WASTE AND RECYCLING SERVICES AND AMENDING ARTICLE 1139 OF THE CITY CODE ENTITLED "SOLID WASTE COLLECTION"

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached "First Amendment to City of Morgantown Contract" with Allied Waste Services of North America, LLC d/b/a Republic Services of West Virginia, and to execute such other or additional documents and take such other actions as necessary and helpful to implement the terms thereof, and that Article 1139 of the City Code is amended as follows:

ARTICLE 1139. - SOLID WASTE COLLECTION AND RECYCLING

Sec. 1139.05 – Storage of solid waste and recyclables.

(a) Solid waste and recyclable materials shall be stored in containers provided by the City's designated contractor, or such other method as authorized by the City Manager or a designee in accordance with this article and any applicable contract or permit governing the disposal of solid waste within the City. A garbage bag shall be acceptable as a solid waste container only when used by a residential customer whose solid waste exceeds the capacity of the container provided by the contractor and it contains no food waste or recyclable materials, but no material may be stored outdoors in a garbage bag outside of the designated time period for curbside solid waste collection.

Sec. 1139.12 – ~~Rates~~ Service Fees.

The City finds that all residents, businesses, and other entities operating within the city are users of the solid waste and recycling services governed by this Article and benefit from the provision of such services by receiving the benefit of a comprehensive, general system for disposal of solid waste and recycling of materials, and the collection and disposal of waste and recycling from premises in the community. ~~The rates for service prescribed~~ The fees for solid waste and recycling services imposed on users by this Article are designed to provide a reasonable charge to users to adequately support the comprehensive system for collecting and disposing of waste and recyclable materials. Fees for solid waste and recycling services in the City, as governed by this article, shall be as are set forth in Table 1139.12.1.

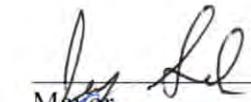
This ordinance shall become effective on February 28, 2023.

Adopted this 21st day of February, 2023:

FIRST READING: February 7, 2023

SECOND READING: February 21, 2023

ADOPTED: February 21, 2023



Mayor


City Clerk

**FIRST AMENDMENT TO
CITY OF MORGANTOWN CONTRACT**

The First Amendment to City of Morgantown Contract (the "First Amendment") is entered into as of February __, 2023 (the "First Amendment Effective Date") by and between Allied Waste Services of North America, LLC d/b/a Republic Services of West Virginia ("Contractor") and the City of Morgantown ("City"), (collectively, the "Parties")

WITNESSETH

WHEREAS Contractor and the City are parties to that certain Contract, dated March 20th, 2018 (the "Original Agreement"); (Note this is an extension of the original Agreement which expires September 30th, 2022, and Extended to February 28th, 2023).

WHEREAS the Parties desire to amend the Original Agreement only as specifically set forth herein.

THEREFORE, in consideration of the mutual covenants and promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Original Agreement is amended as follows:

- 1. Contract Extension; [Amendment to] General Provisions, Section II, Part 3;**
 - a. The Agreement begins on the First Amendment Effective Date and expires five (5) years thereafter, unless otherwise amended or terminated pursuant to the Agreement. This Agreement may be extended for such additional time as agreed upon between the parties hereto in writing.

- 2. Rates; [Amendment to] General Provisions, Section II, Part 6;**
 - a) Rates for Services. The rates for Residential and Commercial Solid Waste Service shall be as shown on Exhibit A-1, and shall be in accordance with duly enacted City Ordinances, subject to the rate adjustments and additional fees and costs as set forth herein.
 - b) Annual Rate Adjustments. The rate for Residential and Commercial Solid Waste Services will change effective on each anniversary of the First Amendment Effective Date. The rate for Residential and Commercial services will change in an amount equal to the most recently available trailing 12 months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI") but in no event more than 107% of the previous rate.

- 3. Changes to Method of Invoicing; [Amendment to] General Provisions, Section II, Part 8-a;**
 - a. The City shall have the right, but not the obligation, to control the invoicing and collection for fees for all Commercial and Industrial Unit accounts, either directly or through its agent, upon delivery of thirty (30) days' advance written notice to Company. Upon the City's exercise of such right, Company shall continue to perform Services for all Commercial and Industrial Units within the City, and City shall collect and remit to Company the fees for Services at such Commercial and Industrial Units, less any service fees charged for the invoicing and collection services.

- 4. Residential Waste Carts; [Amendment to] Containers, Section VII, adding a new Part 5;**
 - a. Contractor shall provide each Dwelling Unit and Municipal Facility with 1 (One) 96-gallon municipal waste container and 1 (One) 35-gallon recycling container. Damaged or missing carts will be replaced/maintained by Contractor at no additional cost, with a limit of 1 (one) replacement cart per unit per calendar year. Additional replacements in a calendar year will be billed to customer. Eligible customers, as reasonably determined by the Contractor as physically limited to manage the 95 gallon carts may request, and Contractor shall provide, within a reasonable time after request, smaller size (35-gallon or similar) municipal waste containers, which will be provided at Contractor cost. Any other

customer may request, and Contractor shall provide, within a reasonable time after request, smaller size (35-gallon or similar) municipal waste containers, which will be provided at customer cost, subject to availability.

- b. Carts will include an adhesive sticker with QR code and phone number to facilitate customer contact with Contractor. The QR code will link customers to Contractor's website, provided in accordance with Section 6 of this First Amendment.
- c. Cost for Carts will be included in the base rate for service as outlined on Exhibit A-1.
- d. Additional Carts may be rented at an additional one-time purchase cost as negotiated between the Parties.

5. Monthly Drop Off Recycling Events; [Amendment to] Frequency of Collection/Removal and Day/Time Collection, Section V, Part 10;

- a. A routine Monthly recycling drop off event will be provided by the Contractor to collect single stream recycling material to residents of the City, with Contractor to validate proof of residency. Drop Off Events will take place at the Contractor's transfer station, Mountaineer Transfer Station, located at 2130 Rail Street, Morgantown, WV 26501 and take place on the second (2nd) Saturday of each month between 11:00am and 2:00pm.
- b. City and Contractor will consider, as available, other recycling event options that provide access at alternate times and/or to nonresidents, subject to applicable law.

6. Dedicated Webpage; [Amendment to] Customer Relations and Cooperation with Stakeholders, Section VIX;

- a. The Contractor will provide the City and municipal residents access to a dedicated webpage, created and managed by the Contractor, accessed through a provided QR code and/or website address, that brings up-to-date information to the city and its residents and will include options for electronic submission of service issues to Contractor.

7. Collection at City Facilities; [Amendment to] Collection at City Facilities, Section V Part 4:

- a. City containers for collection are as shown on the attached Exhibit B and Includes the following buildings or properties:
 - i. Aull Center
 - ii. Bus Stops (locations to be identified by City in cooperation with Mountain Line Transit Authority)
 - iii. City Hall,
 - iv. City Offices (430 Spruce Street)
 - v. City Garage
 - vi. Dorsey's Knob Park
 - vii. Hazel Ruby McQuain Riverfront Park
 - viii. Krepps Park
 - ix. Marilla Park
 - x. Metropolitan Theater
 - xi. Morgantown History Museum
 - xii. Morgantown Marketplace Pavilion
 - xiii. Morgantown Municipal Airport
 - xiv. Morgantown Public Library
 - xv. North Side Fire Station
 - xvi. Norwood Fire Station
 - xvii. On-shore facility serving Morgantown Lock and Dam (if established)
 - xviii. Public Safety Building

- xix. South Side Fire Station
 - xx. Valley Crossing (roll-off)
 - xxi. White Park (Ice Arena, Ballfields, containers, Maintenance Shop)
 - xxii. Wiles Hill Community Center
 - xxiii. Woodburn School
- b. City may add containers to any new or existing City properties in the ordinary course of its business by notifying Contractor and updating this list.

8. Penalties; [Amendment to] Penalties, Section XXIV new Part 3g):

- a. In addition to any other penalty, any amount refunded to Customer by City, but the refunded amount shall be no more than the reasonable amount agreed by the parties. If the parties do not agree, either party may seek determination of the appropriate amount through any applicable administrative or judicial process after providing written notice of such intent and a period of 30 days in which to agree to the amount designated in the notice.

9. Termination; [Amendment to] Right to Terminate Contract (Breach of Contract), Section XIII new Part 3:

- a. Upon any termination or expiration of the Agreement, and notwithstanding any language to the contrary, City shall have the right to continue receiving services from Contractor at the rates and on the terms then in effect for a period up to three (3) months from termination or expiration in order to ensure continuity of service to customers.

10. Reporting; [Amendment to] Reporting, Section XVIII:

- a. Contractor will conduct audits of the contents of Refuse and Recyclable Materials no less than quarterly, using a method approved as agreed by the parties
- b. Contractor shall submit a quarterly report showing the amounts of, Recyclable Materials, and Refuse disposed of and the total accounts of each type serviced. The report shall also include data showing the provision of recycling information to consumers as required by this section. The Contractor will include within the report measures of engagement including number and percentage of accounts actively participating in the recycling program. The reports will be made available by email to the City Manager or designee and by other means reasonably required by the City on April 15, July 15, October 15, and January 15 each year.
- c. 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 will be made available on Contractor's dedicated website operated pursuant to Section 6 of this First Amendment and in several forms including flyers/brochures, stickers for recycling bins, magnets for refrigerators, inserts in bills, and publicity in local media, as agreed by the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date.

Allied Waste Services of North America, LLC, d/b/a Republic Services of West Virginia

By: Tom B

Its: General Manager

Date: March 2, 2023

City Of Morgantown, West Virginia
a municipal corporation

By: [Signature]

Its: City Manager

Date: February 21, 2023

EXHIBIT A-1

SOLID WASTE PRICING

***RESIDENTIAL PRICING**

\$21.35/MONTH

Inclusions in Residential Service:

- Cart contents only for weekly trash and recycling collection
 - One 96-gallon cart of gray color for trash to be provided to each unit
 - One 35-gallon or similar cart of green color for single stream recycling
 - Carts to be replaced/maintained by Contractor at no additional cost
 - Additional bagged trash at residential subscribers will be collected if cart will not hold regular contents

Monthly drop-off service at Mountaineer Transfer Station available for residents

- Bulky Items one per week and by request
- Monthly On-call Door-to-Door E-waste Collection, Processing and Disposal serviced on the last Friday of each month

***COMMERCIAL PRICING**

*Prices are all subject to price adjustments as provided in the Agreement terms, and are all exclusive of Fuel Recovery Fee, set and regulated bi-annually by the West Virginia Public Service Commission invoiced as a separate line item.

*Disposal fee is in addition to collection fee and is included in all rates. Increases in the disposal fee authorized or implemented by the West Virginia Public Service Commission will be negotiated by the parties.

Rates will adjust according to the Water/Sewer/Trash index, capped at 7%. The listed rates for years 2024 - 2027 represent the highest possibility for that year.

Residential Pricing:

	2023	2024	2025	2026	2027
	\$ 21.35	\$ 22.84	\$ 24.44	\$ 26.15	\$ 27.99

Commercial Pricing:

2023							
Trash	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	7xwk
1yd	\$ 61.74	\$123.47	\$185.21	\$246.94	\$ 308.67	\$ 370.41	\$ 432.15
2yd	\$ 92.69	\$157.75	\$222.76	\$287.86	\$ 352.90	\$ 417.96	\$ 480.06
3yd	\$120.74	\$206.93	\$293.11	\$377.88	\$ 465.46	\$ 551.61	\$ 629.07
4yd	\$137.33	\$226.22	\$322.07	\$417.91	\$ 513.72	\$ 609.56	\$ 729.58
6yd	\$162.46	\$276.50	\$390.58	\$504.63	\$ 618.72	\$ 732.76	\$ 849.15
8yd	\$201.61	\$347.94	\$494.30	\$640.59	\$ 793.82	\$ 933.26	\$1,052.14
20-42 yd rolloff container pricing - Disposal not included in per-pull rates	\$172.30	\$172.30	\$172.30	\$172.30	\$ 172.30	\$ 172.30	\$ 172.30

2024							
Trash	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	7xwk
1yd	\$ 66.06	\$132.11	\$198.17	\$264.23	\$ 330.28	\$ 396.34	\$ 462.40
2yd	\$ 99.18	\$168.80	\$238.36	\$308.01	\$ 377.60	\$ 447.22	\$ 513.67
3yd	\$129.19	\$221.42	\$313.63	\$404.33	\$ 498.05	\$ 590.23	\$ 673.10
4yd	\$146.95	\$242.06	\$344.61	\$447.16	\$ 549.68	\$ 652.23	\$ 780.65
6yd	\$173.83	\$295.85	\$417.92	\$539.95	\$ 662.03	\$ 784.06	\$ 908.59
8yd	\$215.72	\$372.30	\$528.90	\$685.43	\$ 849.39	\$ 998.59	\$1,125.79
20-42 yd rolloff container pricing - Disposal not included in per-pull rates	\$184.36	\$184.36	\$184.36	\$184.36	\$ 184.36	\$ 184.36	\$ 184.36

2025							
Trash	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	7xwk
1yd	\$ 70.68	\$141.36	\$212.04	\$282.73	\$ 353.40	\$ 424.08	\$ 494.77
2yd	\$106.12	\$180.61	\$255.04	\$329.57	\$ 404.03	\$ 478.52	\$ 549.62
3yd	\$138.23	\$236.92	\$335.58	\$432.64	\$ 532.91	\$ 631.54	\$ 720.22
4yd	\$157.23	\$259.00	\$368.74	\$478.46	\$ 588.16	\$ 697.88	\$ 835.29
6yd	\$186.00	\$316.56	\$447.17	\$577.75	\$ 708.38	\$ 838.94	\$ 972.19
8yd	\$230.83	\$398.36	\$565.92	\$733.41	\$ 908.85	\$1,068.49	\$1,204.59
20-42 yd rolloff container pricing - Disposal not included in per-pull rates	\$197.27	\$197.27	\$197.27	\$197.27	\$ 197.27	\$ 197.27	\$ 197.27

2026							
Trash	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	7xwk
1yd	\$ 75.63	\$151.25	\$226.88	\$302.52	\$ 378.14	\$ 453.77	\$ 529.40
2yd	\$113.55	\$193.25	\$272.89	\$352.64	\$ 432.31	\$ 512.02	\$ 588.10
3yd	\$147.91	\$253.50	\$359.07	\$462.92	\$ 570.21	\$ 675.75	\$ 770.64
4yd	\$168.24	\$277.13	\$394.55	\$511.95	\$ 629.33	\$ 746.74	\$ 893.76
6yd	\$199.02	\$338.72	\$478.48	\$618.19	\$ 757.96	\$ 897.67	\$1,040.24
8yd	\$246.98	\$426.25	\$605.53	\$784.74	\$ 972.47	\$1,143.28	\$1,288.91
20-42 yd rolloff container pricing - Disposal not included in per-pull rates	\$211.07	\$211.07	\$211.07	\$211.07	\$ 211.07	\$ 211.07	\$ 211.07

2027							
Trash	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	7xwk
1yd	\$ 80.93	\$161.84	\$242.77	\$323.69	\$ 404.61	\$ 485.53	\$ 566.46
2yd	\$121.50	\$206.78	\$292.00	\$377.32	\$ 462.58	\$ 547.86	\$ 629.26
3yd	\$158.26	\$271.24	\$384.21	\$495.33	\$ 610.13	\$ 723.05	\$ 824.58
4yd	\$180.02	\$296.53	\$422.17	\$547.79	\$ 673.38	\$ 799.01	\$ 956.33
6yd	\$212.95	\$362.43	\$511.97	\$661.47	\$ 811.02	\$ 960.50	\$1,113.06
8yd	\$264.27	\$456.08	\$647.92	\$839.68	\$1,040.54	\$1,223.31	\$1,379.14
20-42 yd rolloff container pricing - Disposal not included in per-pull rates	\$225.85	\$225.85	\$225.85	\$225.85	\$ 225.85	\$ 225.85	\$ 225.85

1. All roll off containers are priced per pull. Disposal and any applicable fees will be added to the rate shown.
2. Disposal is charged at \$62.50 per ton including all fees, taxes and surcharges. Increases will be passed on after 30 days notification.
3. Compactors and containers for recycling will be priced per pull (as above), with disposal charged at \$51.35 per ton including all fees, taxes and surcharges, unless the distance to the processing center or demurrage 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.
4. Any additional services needed by the City after the contract is executed will be provided at rates consistent with those provided above.
5. All ancillary services will be subject to an annual price increase, consistent with the WST index and capped at 7%, as with the container services above.
6. OCC recycling containers for commercial customers can be added at a rate of 85% of the rates shown above.
7. All containers include the initial delivery and setup. 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.