

BILL NO.: 4862

ORDINANCE NO.: \_\_\_\_\_

Introduced by: City Manager Debra M. Irvin

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE ATTACHED THIRD AMENDMENT AND AN EXTENSION OF REFUSE COLLECTION AGREEMENT WITH ALLIED SERVICES, LLC DBA REPUBLIC SERVICES OF BRIDGETON FOR RESIDENTIAL SOLID WASTE COLLECTIONS**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, as follows:**

**Section 1.** The City Manager is hereby authorized to enter into and execute the attached third amendment and an extension of refuse collection contract with Allied Services, LLC dba Republic Services of Bridgeton for residential solid waste, recyclables, yard waste, and bulk collections, for a period of five (5) years (Oct 2022 – Sept 2027).

**Section 2.** The attached contract is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage and approval.

1st Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2021

2nd Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2021

3rd Reading, PASSED and APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
Babatunde Deinbo, Mayor

ATTEST:

\_\_\_\_\_  
Deanna L. Jones, City Clerk

\_\_\_\_\_  
Approved as to Form:  
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Mitchell	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Greene	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___



12976 Saint Charles Rock Road Bridgeton, MO 63044  
o:636.947.5959 f: 314.739.4911 republicservices.com

November 8, 2021

Ms. Debra Irvin  
City of Berkeley, City Manager  
8425 Airport Road  
Berkeley, MO 63134

Dear Ms. Irvin,

Thank-you for the recommendation to City Council for an extension of service to our current solid waste agreement that expires on September 30, 2022. We appreciate and value our 10- year partnership with the City residents, council, and staff. Our team is ready to continue our safe and efficient service for your residents.

Included in this proposal packet is our five-year proposal, (Exhibit A,) which includes the following:

- **Reduction** in the annual price increase in year 1 from 3.5% to 2.5%, saving the non-senior resident \$.25/month, effective October 1, 2022.
- **Increasing** the Senior and Permanently Disabled discount from 30% **to 50%**, saving these residents \$4.65/month.
- **No interruption of service** with a company with over 30 years' experience in the waste industry.
- **Safe and efficient** drivers who have a combined years of experience of 20 years within the City of Berkeley.

We are excited to share these savings despite the solid waste industry incurring events that have a long-term impact on our business, such as elevated residential tons due to the pandemic, increased costs for fleet and carts due to the impact of supply chains and the labor shortage affecting driver wages (Exhibit C.)

We appreciate your business and look forward to the extension of our partnership.

Sincerely,

A handwritten signature in cursive script that reads "Joell Aguirre".

Joell Aguirre  
Manager, Municipal Sales

# EXHIBIT A: 5-Year Proposal

Term: Five-year term

- 10/1/22-9/30/27

Annual Pricing and Pricing Index: **Update:**

- Current contractual annual price increases effective each October 1<sup>st</sup> are 3.5%.
- 5-year proposal:
  - Reduce annual price increase in **year 1 (10/1/22-9/30/22) to 2.5%**
  - Years 2-5: annual price increase resumes to fixed 3.5%

City of Berkeley  
5-Year Extension Proposal: 10/1/22-9/30/27  
Confidential

	Current	Year 1	Year 2	Year 3	Year 4	Year 5
	10/1/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25	10/1/25-9/30/26	10/1/26-9/30/27
<i>Mandatory trash, recycle and yard waste collection: pricing per month</i>	\$24.89	\$25.51	\$26.41	\$27.33	\$28.29	\$29.28
<i>Senior Rates and Permanently Disabled: 50% discount per month</i>	\$17.41	\$12.76	\$13.20	\$13.66	\$14.14	\$14.64

Senior Rate: **Update:**

- **Increasing the Senior-rate from 30% to 50% for residents aged 62-years and older**
- 48-gallon trash and recycle cart available
- Enroll by contacting customer service

Permanently Disabled Rate: **Update:**

- **Increasing the Permanently Disabled rate from 30% to 50%**
- 48-gallon trash and recycle cart available
- City to communicate enrollment to the hauler for invoicing

Mandatory Trash Collection: No change:

- Collection: 1x/week collection with one, 95 or 65-gallon container included at no charge. Contents limited to this cart only.

Mandatory Recycle Collection: **Update:**

- 1x/week collection with one, 95 or 65-gallon cart included at no charge. Contents limited to this cart only.
- **Updated recycle language** to reflect the changes in the recycle industry.

Optional Services: Update:

- Removal of 2x/week trash collection, currently 3 participating
- Removal of rear trash collection, currently 17 participating
- Republic Services will send letter to these residents explaining the change in service.

Bulk Collection: No change:

- 1x/month collection . 2 items included at no charge. Must be scheduled prior to collection day.
- Outside of the limit, \$25/item. Scheduled prior to collection day.

Mandatory Yard Waste Collection: No change:

- 1x/week, all year, unlimited within acceptable containers
  - Acceptable containers:
    - Leased yard waste cart from Republic Services
    - Personal containers marked with red “x”
    - Bundles tied with string/twine, branches/twigs no longer than 4’ in length and 24” in diameter
    - Paper, biodegradable bags
    - Weight limit of each container is 50lbs

Appliance Collection: No change:

- 1x/month and scheduled prior to collection day.

Cart Fees: Update:

- Outside of the 1 trash cart and the 1 recycle cart included at no charge with service:
  - Lease fee for additional trash, **recycle** and yard waste carts: **\$5/cart**
- Delivery and removal fees apply:
  - \$15/cart for additional cart requests/removals.
  - \$\$15/cart delivery and removals associated with non-pay accounts
- Exchange Fees:
  - Normal wear/tear or from damage caused by Republic Services, exchanges are at no charge.
  - Assessed fee for damage caused by fault of resident

Billing: No change:

- Individually billed to residents on a quarterly basis.

Annual Communication with Residents: No change:

- Annual \$5000 financial contribution to the City towards calendars for residents.
  - In turn, City will pay vendors for calendar

Municipal Sites/Events Included in Agreement: **Update:**

- Please reference Exhibit B with specific City sites included with Agreement, valued at \$15K/year
- Future municipal sites mutually agreed upon.

Storm Debris Coverage: No change:

- Trash: Roll off container: \$100/haul and \$30/ton
- Yard waste: Roll off container: \$450/haul

Our Service Commitment: No change:

- If we are notified of a residential miss prior to noon on the scheduled day of service, we will return on the same day for pickup. If we are notified after noon, we will return by 5:00 p.m. on the next business day to service. If routes are running later than normal, inclement weather or we have a holiday schedule week, we will implement our call blast service to residents to help eliminate a “worry” call regarding a miss.

## EXHIBIT B: MUNICIPAL SERVICES

Municipal Facilities Included with Residential Agreement					
Facility	Address	Container	# of Containers	Frequency	Days of Service
Public Works	6064 Madison	95-gallon trash	2	1x/wk	Friday
Civic Center	6120 Madison	6-yd Trash	1	1x/wk	Thursday
Civic Center	6120 Madison	4-yd Trash	1	1x/wk	Thursday
Garage	5910 N. Hanley	4-yd Trash	1	1x/wk	Thursday
Garage	5910 N. Hanley	2-yd recycle	1	1x/wk	Thursday
Street Department	5858 N. Hanley	8-yd Trash	1	1x/wk	Thursday
Fire Station #2	9265 Natural Bridge Rd	95-gallon trash	2	1x/wk	Friday
Fire Station #2	9265 Natural Bridge Rd	95-gallon recycle	1	1x/wk	Friday
City Hall	8425 Airport Rd	8-yd Trash	1	1x/wk	Thursday
City Hall	8425 Airport Rd	2-yd recycle	1	1x/wk	Thursday
Fire Station #1	8401 Airport R	6-yd Trash	1	1x/wk	Thursday
Fire Station #1	8401 Airport R	95-gallon recycle	2	1x/wk	Thursday
Ramona Park	8940 Ramona Lake Dr	2-yd Trash	1	1x/wk	on call
Hoskins Park (formerly Jackson Park)	6213 Washington	4-yd Trash	1	1x/wk	TBD
Pool	6400 Evergreen	2-yd Trash	1	1x/wk	Wednesday
Police Department	8340 Frost Ave	2-yd Trash	1	1x/wk	Wednesday
Police Department	8340 Frost Ave	2-yd recycle	1	1x/wk	Tuesday
Events Included in Residential Agreement					
Ward Cleanups	Mutually agreed upon location	Choice of 20-30 or 40-yd roll off	Up to 5 hauls	1x/year	Date mutually agreed upon

# EXHIBIT C: Waste Industry is Far From Normal



## COVID Pandemic Recovery

Reopening enabling partial volume recovery  
 Supply chain impacts to capital costs  
 Cases continue to hinder operations in some markets



## China Sword / Recycling

Continued investments in domestic mills and capacity  
 Global capacity still well below pre-China Sword levels



## Industry Wide Challenges

National CDL driver and technician shortages driving wages up  
 Labor shortages attributed to pandemic



## Consumer Price Index on the Rise

Remaining with a fixed 3.5% reduces current risk for municipalities.

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>
CPI Monthly	1.40%	1.68%	2.62%	4.16%	4.99%	5.39%	5.37%
WST Monthly	3.57%	3.61%	3.53%	3.55%	3.44%	3.57%	3.69%
GT Monthly	4.42%	4.62%	4.69%	4.88%	4.34%	4.13%	4.54%

## THIRD AMENDMENT TO THE REFUSE COLLECTION CONTRACT

This Third Amendment to Refuse Collection Contract (this "Amendment") is dated effective the 1st day of October 2022 (the "Effective Date"), between **Allied Services, LLC dba Republic Services of Bridgeton** ("Hauler") and **City of Berkeley** ("City") (collectively referred to herein as the "Parties" and individually as a "Party").

**WHEREAS**, Hauler and City are parties to Refuse Collection Contract dated August 20, 2012, as may be previously amended vide Amendments dated 22<sup>nd</sup> August 2017, 1st October 2020 (hereinafter collectively referred to as "Contract") to provide certain services in accordance with the Contract;

**AND WHEREAS**, the Parties now desire to amend certain terms of the Contract which shall take effect from October 1<sup>st</sup>, 2022.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. **Section 1.1, Page 1:** The following words are hereby added at the end of this section:

*"The Contract may be further extended by mutual consent of the parties in writing from time to time"*

2. **Section 2.5, Page 4:** The following words are hereby added at the end of this section:

*"Annually, the Hauler will provide five roll off containers for city-wide cleanup. One roll off container will be placed in each of the five wards on a date mutually agreed upon by both parties. A total of five hauls will be provided at no charge during this city-wide cleanup."*

3. **Recyclable Materials:** This new section is hereby added in the Contract:

*"Recyclable materials collected from residential addresses in the City and delivered to the recyclable material facility must be free of contamination so that it can be sold to commodity buyers. If recyclable materials are unable to be sold due to contamination or due to a material being removed from the acceptable list of recyclable materials as determined by the recyclable material facility, the Hauler, may at its discretion, and upon 30 days' notice to the City, redefine acceptable and unacceptable recyclable materials to be collected, suspend or discontinue any or all recycling service while remaining compliant with applicable law. Company may inspect collected recyclable materials to ensure loads are at or below the unacceptable material threshold. If Company's inspector determines that loads are consistently above the unacceptable material threshold, Company will notify City of the issue and the parties agree to negotiate a procedure to audit a sample of the City's recycle material to determine its actual composition of unacceptable material. After audit, the City will not reasonably withhold any request for discussion pertaining to a rate adjustment based on the data collected from the audit. Any change in actions, such as redefining acceptable versus non-acceptable recyclable materials and/or discontinue any or all recycling services if taken, may be reversed or further changed as market conditions dictate."*



4. **Force Majeure:** This new section is hereby added in the Contract:

*“Except for City’s obligation to pay amounts due to Hauler, any failure or delay in performance under this Agreement 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, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Hauler has no control, shall not be included as part of Hauler’s service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Hauler variances in routes and schedules as deemed necessary by Hauler to accommodate collection of the increased volume of Waste Materials.”.*

5. **Section 4.1, Page 7:** This section is hereby revised to read as follows:

City of Berkeley						
10/1/22-9/30/27						
	Current	Year 1	Year 2	Year 3	Year 4	Year 5
	10/1/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25	10/1/25-9/30/26	10/1/26-9/30/27
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<i>Senior Rates and Permanently Disabled: 50% discount per month</i>	\$17.41	\$12.76	\$13.20	\$13.66	\$14.14	\$14.64
Trash: Mandatory service 1x/week. Service includes 1, 65-gallon or 95-gallon trash cart at no charge upon enrollment. Material limited to cart only.						
Recycle: Mandatory service 1x/week. Service includes 1, 65-gallon or 95-gallon recycle cart at no charge upon enrollment. Material limited to cart only.						
Yard waste: Mandatory service 1x/week, all year long. Material is unlimited as long as contained in acceptable containers: paper, biodegradable bags; personal containers marked with red "x" up to 32-gallon in size; leased container from Republic Services; bundles tied with string/twine; maximum weight of any container 60 lbs.						
Senior Residents age 62 years and older: 50% discount and upon enrollment, a 48-gallon trash and recycle cart will be available at no charge.						
Permanently Disabled: 50% discount. City to communicate eligible residents to Contractor for invoicing.						
Bulk: 1x/month. 2 bulk items will be collected per month at no charge. Bulk items must be scheduled with Customer Service prior to service day.						

Appliance: 1x/month. Appliance collection is included with service as long as scheduled prior to service day.
Additional cart leases: Additional trash, recycle and yard waste carts are available to lease at \$5/month. Delivery and removal fees will be incurred upon request.
Billing: Individually billed on a quarterly basis.
Storm debris, non-yard waste: Choice of 20, 30 or 40-yard roll off container: \$100/haul and \$30/ton
Storm debris, yard waste: Choice of 20, 30 or 40-yard roll off container: \$450/haul

Additional collections of backdoor and 2x/week collection have been removed.

- Except as specifically provided in this Amendment, each and every provision of the Contract, as amended through the date hereof, remains, and is, in all respects, in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed these presents for the purposes herein contained the day and year stated below:

**Allied Services, LLC dba Republic Services  
of Bridgeton**

**City of Berkeley**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_