

INTRODUCED BY: Alderman Wittich

AN ORDINANCE AUTHORIZING THE CITY TO EXECUTE AN
EXTENSION TO THE EXCLUSIVE RESIDENTIAL SOLID WASTE
LICENSE AGREEMENT

WHEREAS, the City and Progressive Waste Solutions of MO, Inc. (“Progressive”) (formerly known as IESI MO Corporation) entered in to a License Agreement dated May 15, 2012, with a three-year term, which is on file with the City Clerk and approved by Ordinance (“License Agreement”) and was set to expire June 30, 2015;

WHEREAS, the City and Progressive, in consideration of a revenue sharing agreement for collecting and recycling Recyclables, extended the License Agreement until June 30, 2017 in accordance with the two-year option provided for in the License Agreement;

WHEREAS, Progressive now does business as Waste Connections of Missouri (“Waste Connections”) and has the rights and obligations of Progressive under the License Agreement;

WHEREAS, the City seeks to extend the License Agreement with Waste Connections for a three-year period, set to expire on June 30, 2020, with new price terms as outlined in the Extension in Exhibit A and the Addendum Exhibit 1 to Exhibit A and fully incorporated herein; and

WHEREAS, the Board of Aldermen find it in the public interest to execute an extension to the License Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City an extension of the current License Agreement executed on May 15, 2012, with Progressive Waste Solutions of MO, Inc. (d/b/a Waste Connections of Missouri) (f/k/a IESI Mo Corporation) under the terms of and in substantially the form of the Addendum, attached hereto and incorporated herein as Exhibit A, for a three-year term set to expire on June 30, 2020. The license granted under the License Agreement is also extended for the equivalent period.

Section 2. Nothing in this Ordinance nor in the Addendum authorized herein shall be deemed to require the City to provide any services, nor deemed to cause the City to be in any agency relationship with a licensee nor in the business of or entering into waste hauling, nor subject the City to any liability for any such services, acts or omissions arising under the License Agreement or any extension or amendment thereof.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval by the Board and the Mayor.

THIS BILL PASSED AFTER HAVING BEEN READ IN FULL TWO TIMES PRIOR TO
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS,
MISSOURI THIS ____ DAY OF JUNE, 2017.

Laurance M. Howe, Mayor

ATTEST:

Kathy Mahany, City Clerk

APPROVED AS TO FORM:

Paul V. Rost, City Attorney

Exhibit A
ADDENDUM TO
City of Warson Woods
RESIDENTIAL WASTE COLLECTION SERVICES LICENSE AGREEMENT
FOR JULY 1, 2012 TO JUNE 30, 2020
CONSISTING OF
SOLID WASTE, RECYCLING, AND YARD WASTE

THIS ADDENDUM TO THE RESIDENTIAL WASTE COLLECTION SERVICES LICENSE AGREEMENT, (“Addendum”) being entered into this _____ day of June, 2017, by and between **THE CITY OF WARSON WOODS**, a municipal corporation located in St. Louis County, Missouri (“City”) and **PROGRESSIVE WASTE SOLUTIONS OF MO, INC. d/b/a WASTE CONNECTIONS OF MISSOURI**, a corporation authorized to do business in the State of Missouri (“Contractor”).

WHEREAS, the City and IESI MO Corporation (“IESI”) entered into a City of Warson Woods Residential Waste Collections Services, for July 1, 2012 to May 31, 2015 Consisting of Solid Waste, Recycling and Yard Waste License Agreement dated May 15, 2012, with a three-year term, which is on file with the City Clerk and approved by Ordinance (“License Agreement”) and was set to expire on May 31, 2015;

WHEREAS, on August 19, 2013, IESI MO Corporation changed its name to Progressive Waste Solutions of MO, Inc. (“Progressive”);

WHEREAS, on December 17, 2013, the City and Progressive entered in to an Amendment and extension (the “Amendment”) of the License Agreement, extending the term of the License Agreement to June 30, 2017;

WHEREAS, the Amendment also stated that the License Agreement may be extended for one additional term of up to five years;

WHEREAS, in the parties seek to extend the License Agreement for an additional three (3) year term, through June 30, 2020;

WHEREAS, Progressive now does business as Waste Connections of Missouri;

WHEREAS, in consideration of such extension of the License Agreement arrangement, the Contractor desires to have the parties adopt an updated pricing agreement for the term of the three-year of the extension; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License – Term.** Pursuant to Section 1 of the License Agreement as amended, the term of the License Agreement is hereby extended by three (3) years by exercising the option to extend the Agreement for one additional term of up to five (5) years, resulting in the License Agreement remaining in full force and effect through midnight on June 30, 2020. The cost of service charged by the Contractor for the 3-year term extension shall be the rates as provided in Exhibit 1, referred to as the “Waste Connections Proposal.” At the expiration of the term of this License Agreement, the Agreement may be extended for one (1) additional term of up to two (2) years upon the mutual written agreement of the parties.

2. **Price Quotation and Volume for Collection of Solid Waste, Yard waste, and Recyclables.** The parties agree that the charges to the residents for the Services shall be as set forth in the Pricing Schedule attached hereto for the three-year extension of the License Agreement shall be outlined in Exhibit 1, attached to this Addendum and fully incorporated herein.

3. **Dates of Collection for Solid Waste, Yard Waste, and Recyclables Remain Unchanged.** Dates of Collection for all Solid Waste, Yard waste, and Recyclables shall remain the same as the License Agreement, unless otherwise modified in writing with the agreement of the Warson Woods Board of Aldermen. All other services currently provided shall also remain unchanged.

4. **All Other Provisions Remain in Full Force.** The parties hereby reaffirm that all other provisions of the License Agreement shall remain in full force and effect through the term extension, and shall be deemed incorporated herein and binding on the parties.

5. **No Waiver.** Nothing in this Addendum shall be deemed to waive any rights of City with regard to enforcement of the terms of the License Agreement or any performance thereunder either prior to or subsequent to this Addendum.

6. **License Agreement.** The License Agreement together with the Amendment and this Addendum represents the entire agreement among the parties and the Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in the License Agreement, the Amendment and this Addendum.

Pricing Schedule
July 1, 2017 – June 30, 2020
Collection of Solid Waste, Yard waste, and Recyclables

1. Base Service: Includes once-weekly pick-up at the curb of every Residential Dwelling Unit of Solid Waste, Yard waste, and Recyclables on a collection schedule (excluding Mondays and Fridays) approved by the City Director, in addition to a **twice weekly collection of Yard Waste** from the period of **October 15th through December 15th**, Large Household Item pick-up upon request at no additional charge, a 95-gallon Solid Waste container (for at-curb pickup), replacement of damaged Solid Waste and Recycling containers upon request, and providing recycling containers to new residents upon request.

Cost of Service per Residential Dwelling Unit/per Month – Base Service -- Once Weekly at Curb

Sixth Year (July 1, 2017 – June 30, 2018)	\$21.29
Seventh Year (July 1, 2018 – June 30, 2019)	\$21.72
Eighth Year (July 1, 2019 – June 30, 2020)	\$22.51

2. Optional Services – in addition to the base service described above, each Customer has three (3) options to add on additional services for additional charges:

A. Twice Weekly at Curb – such option is identical to the Base Service except that Solid Waste shall be picked up twice weekly.

Cost of Service per Residential Dwelling Unit/per Month – Option 2A

Sixth Year (July 1, 2017 – June 30, 2018)	\$29.59
Seventh Year (July 1, 2018 – June 30, 2019)	\$30.18
Eighth Year (July 1, 2019 – June 30, 2020)	\$30.78

B. Once Weekly Solid Waste Backdoor Collection – such option is identical to the Base Service except that no Solid Waste cart shall be provided but rather the Customer shall have their Solid Waste picked up from the rear or adjacent to the garage.

Cost of Service per Residential Dwelling Unit/per Month – Option 2B

Sixth Year (July 1, 2017 – June 30, 2018)	\$26.85
Seventh Year (July 1, 2018 – June 30, 2019)	\$27.39
Eighth Year (July 1, 2019 – June 30, 2020)	\$27.93

C. Twice Weekly Solid Waste Backdoor Collection – such option is identical to the Base Service except that Solid Waste shall be picked up twice weekly and no Solid Waste cart shall be provided but rather the Customer shall have their Solid Waste picked up from the rear or adjacent to the garage.

Cost of Service per Residential Dwelling Unit/per Month – Option 2C

Sixth Year (July 1, 2017 – June 30, 2018)	\$36.55
Seventh Year (July 1, 2018 – June 30, 2019)	\$37.28
Eighth Year (July 1, 2019 – June 30, 2020)	\$38.03

3. Customers shall not have a limit on the volume of Solid Waste, Yard waste, or Recyclables that the Contractor is responsible to pick up and dispose of.