

City of Arnold, Missouri

**Work Session
Council Chambers**

**January 12, 2017
7:00 p.m.**

Agenda

1. Garden Club – Todd Teuscher
2. Old Lemay Ferry Pavement Restriping
3. Ozark Drive – Snow Plowing
4. Trash Service Contract
5. Adjournment

January 06, 2017

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January 6, 2016

City of Arnold
 Attn: Bryan Richison, City Administrator
 2101 Jeffco Blvd
 Arnold, MO 63010

Dear Mr. Richison,

I am writing you today regarding the solid waste contract between Allied Services LLC, (Republic Services of Bridgeton) and the City of Arnold. The current contract between the City and Contractor has an end date of June 30, 2017, the original contract dated April 22, 2004 as stated on Page 1, Section 4, Article C, as time to time be amended.

Allied Services LLC, would like to officially in writing express our intent to extend the current contract with the City of Arnold with the following amendments to said agreement.

With approval from Staff, the Mayor and Council Allied would like to officially offer the city a six year contract extension with the following amendments to the original 2004 agreement.

- o Allied Services LLC will provide free of charge 48 gallon containers to all senior citizen residents 65 years of age and signed up for the senior discount. These containers will also be available for any resident who wishes to utilize the smaller size. .
- o Allied Services LLC d/b/a Republic Services of Bridgeton will begin billing individual homes within the City of Arnold City limits in new agreement.
- o Senior Citizens (62 plus) will receive a 10% discount
- o Individually Billed to the residents for Trash and Recycle 1x per week curbside

		<u>Reg rate 3%</u>	<u>Senior 2%</u>
o Year 1	7/1/2017 to 6/30/2018	\$14.44	\$13.00
Year 2	7/1/2018 to 6/30/2019	\$14.88	\$13.26
Year 3	7/1/2019 to 6/30/2020	\$15.33	\$13.53
Year 4	7/1/2020 to 6/30/2021	\$15.79	\$13.80
Year 5	7/1/2021 to 6/30/2022	\$16.27	\$14.08
Year 6	7/1/2022 to 6/30/2023	\$16.76	\$14.37

Optional Yard Waste Curbside, Individually Billed, per quarter.

- o Year 1 7/1/2017 to 6/30/2018 \$10.43

Year 2	7/1/2018 to 6/30/2019	\$10.75
Year 3	7/1/2019 to 6/30/2020	\$11.08
Year 4	7/1/2020 to 6/30/2021	\$11.42
Year 5	7/1/2021 to 6/30/2022	\$11.77
Year 6	7/1/2022 to 6/30/2023	\$12.13

Thank you, the Mayor and Council for any consideration of this agreement. I look forward to a possible continuation to our partnership.

I can be reached through the information below.

Sincerely,
Tony Lamantia
Republic Services
Manager of Business Development, Municipal Services
tlamantia@republicservices.com
Office: (314) 744-8132
Cell: (314) 568-2488



12976 St Charles Rock Road
Bridgeton, MO 63044

A division of REPUBLIC SERVICES

Account Summary

Account Number 3-0346-0000000
 Invoice Date January 15, 2016
 Invoice Number 0346-000000000
 Previous Balance \$60.57
 Payments/Adjustments \$60.57
 Unpaid Balance \$0.00
 Current Invoice Charges \$60.57

Pay This Amount

\$60.57

Due By: 01/20/16

Contact Information

Customer Service (314) 947-5959

Important Information

We are pleased to announce our official transition to the Republic Services brand. We are the same local company. The same dependable people and services you have come to know over the years. Just with a new brand starting now.

Career opportunities available with Republic Services, please visit <http://www.republicservices.jobs> EOE M/F/D/V

Manage your account online 34/7 on any device with My Resources. Visit republiconline.com to get started

John Doe

Managing your account is now easier than ever with the MY Resource App. Free download on the App Store or Google Play

Invoice

Page 1 of 1

Payments Adjustments

Date	Description	Reference	Amount
23-Sep	Payment - Thank You	1	\$60.57

Current Invoice Charges

John Doe 999 Beck Lane
Country Club Hills, MO

1 - Scheduled Service (S3)

Date	Description	Quantity	Unit Price	Amount
1/1/2016	Residential Service 1/1/16 - 4/1/16	1.0000	\$ 20.19	\$60.57

CURRENT	30 DAYS	60 DAYS	90+ DAYS
\$ 60.57	\$ -	\$ -	\$ -



12976 St. Charles Rock Road
Bridgeton MO 63044

Return Service Requested

NAME
ADDRESS

Please Return This
Portion With Payment

Total Enclosed

Pay This Amount	\$60.57
Account Number	3-0346-0000000
Invoice Date	January 15, 2016
Invoice Number	0346-000000000
Payment Due Date	February 4, 2016

Make Checks Payable To:

REPUBLIC SERVICES #346
PO BOX 9001099
LOUISVILL KY 40290-1099

Billing Information If Allied Were To Bill Individuals Direct
Residential Billing & Collection Policy

Billing Run Date and Invoice Frequency

InfoPro Residential customer invoices will be generated the 15th of the month prior to the first day of pre-bill service. All additional unbilled service will be scheduled and billed monthly, in arrears, 14 to 16 calendar days prior to month-end. Credits will run the month in which they were requested if prior to the 15th billing date; otherwise, credits will be posted in the following month on the 15th.

Customer Payment Due Date and Late Fee Assessment and Assessment Date

Hauling customers payment due dates will be 25 days from the invoice date to allow for invoice processing, mail float to customers, customer review and processing, and customer mail float to the lockbox. A 3 to 6 day (depending upon the number of days in the month) grace period has been allowed before late fees are assessed: (late fees are assessed if the invoice has not been paid by the next billing generation date).

Late Fee Rates

In Missouri, the late fee assessment is .75% of the past due balance.

Service Interruption Fee Assessment and Assessment Date

Hauling customer's service is interrupted if their invoice for services remains unpaid 60 days after the invoice date, provided the customer has not notified the Company of a dispute regarding the quality of services provided or the amount billed for the services. Upon interrupting service, a service interruption fee is assessed. The service interrupt fee amount is currently at \$35.

30 to 39 Days

- Friendly reminder letter mailed to customer. *

40 to 49 Days

- Stop Service Notice mailed to the customer advising that service will be interrupted within 10 days if payment is not received. * Note: If customer is on auto-suspend, letter should be received no later than the 59th day overdue.

60 to 69 Days

- Service Interruption Notice should be mailed to the customer advising that service has been interrupted. *
- Customer is placed on stop service and so noted on the route sheet or stop service list for the drivers.

70 to 89 Days

- The ten day demand letter is mailed to the customer.*
- Customer account should be on stop service. Note: If service is reinstated for a customer at a later date, a service charge may be imposed on top of the reinstated billing rate.

100 to 110 Days

- If necessary, any equipment should be picked up.

120 Days

- Account forwarded to collection agency.

STOP SERVICE NOTICE

Dear Customer,

As part of our ongoing effort to provide excellent customer service, it is our policy to notify customers timely of their past due balance and respectfully request immediate payment to ensure uninterrupted service.

In order to prevent us from interrupting your service, we must receive your past due payment within ten days from the date of this notice. If you have any questions about your invoice, or need a copy, please call us and we will be happy to assist you.

If your service is interrupted due to lack of payment, your account will be assessed a \$35.00 suspension fee. Additional fees and deposits may be assessed if your inaction results in suspension and/or closure of the account.

If you have recently mailed your payment, please disregard this notice and thank you for allowing us to service you.

Sincerely,

Customer Service Department

SERVICE INTERRUPTION

Dear Customer,

Our operations department has been notified to interrupt service at your location because of your past due indebtedness, and your account has been assessed a \$35.00 service interruption fee. We would like to reinstate your account and resume service at your location. Unfortunately, until the past due invoice is paid either by check or major credit card, this will not be possible. Listed below are items that we show as open.

Your prompt remittance of the past due balance will immediately resolve this issue. Should this correspondence go unanswered, we will take whatever steps are necessary to protect our interests. Additional fees and deposits may be assessed if your inaction results in suspension and/or closure of this account.

Sincerely,

Customer Service Department

NOTICE OF INTENT

Dear Customer,

This letter constitutes final demand for immediate payment of the total amount due on your account. Your remittance must be received either by check or major credit card in our office within ten (10) days from the date of this notice. Listed below are items that we show as open.

This is your final opportunity to settle this matter quickly and amicably. Be assured that should you fail to comply with this request, we will take whatever steps are necessary to protect our interests. Should it be necessary to file suit, we will request prejudgment and post judgment interest, court costs, and all additional attorney's fees incurred in the prosecution of such an action, as allowable by law.

Respectfully,

Collections Department

CITY OF ARNOLD, MISSOURI

RESIDENTIAL SOLID WASTE COLLECTION, REMOVAL & DISPOSAL

AGREEMENT

This agreement, made and entered into this 22 day of APRIL, 2004 by and between the City of Arnold, Missouri, hereinafter called "City" and ONYX WASTE SERVICES MIDWEST, INC., hereinafter called "Contractor" for the collection, removal, and disposal of residential solid waste, bulky rubbish, white goods, and yard waste and recycling in the City of Arnold.

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged and confessed, the parties hereto do mutually promise, covenant, and agree as follows:

1. Definitions will be as established in Chapter 11 of the Code of Ordinances of the City of Arnold, Missouri, as may from time to time be amended.
2. The term of this agreement shall commence on July 1, 2004, and shall terminate on June 30, 2009.
3. The initial number of residential units to be utilized in this agreement to calculate billings shall be 6350 units. The number of residential units shall be adjusted quarterly based upon City of Arnold billing records.
4. During the term of this agreement, contractor shall collect, remove and properly dispose of all residential solid waste, bulky rubbish, white goods, and yard waste and shall provide recycling for all dwelling units serviced under this contract in the City of Arnold, and shall furnish all labor, vehicles, equipment and all other necessary facilities, therefore, in accordance with the terms and conditions of this Agreement, Notice to Contractors, Bid Form, and Chapter 11 of the Code of Ordinances, as may from time to time be amended.
5. Contractor shall furnish to City, and maintain during the term of the agreement, a performance bond acceptable to City in a sum of \$250,000.00 for the term of this contract, with good and sufficient surety acceptable to City and conditioned upon Contractor performing his duties and obligations provided for in this agreement.
6. Contractor shall provide for each vehicle used in the work covered by this agreement liability insurance in companies and form satisfactory to the City in a sum of not less than \$200,000 for any one person and the sum of \$500,000.00 for any two or more persons who may be injured in any one accident, and the sum of \$100,000.00 for any property damage at any time by reason of the carelessness or legally recognizable negligence arising out of ownership or use of each such vehicle used in the work covered by this agreement. Such insurance shall be maintained in force during the term of this contract. Said insurance shall specifically name the City of Arnold, as an additional insured party under said policies, and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. A verified copy of such insurance policy or policies shall be filed with the City, together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended or terminated without ten (10) days prior written

notice having been given to City. Contractor shall furnish City with adequate evidence that Contractor has obtained and is maintaining in force Worker's Compensation insurance as prescribed by the law of the State of Missouri.

7. In addition to the penal amount of the Performance Bond, the Contractor shall pay the sum of:
 - a. Five hundred dollars (\$500.00) as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform his duties and obligations or to comply with the provisions of the contract documents, which said damages shall be deducted from any sums of money that may be due.
 - b. Two dollars (\$2.00) for each dwelling unit pickup point which, after investigation by City, has been determined by it to have been missed on any collection day, provided, however, that Contractor shall not be penalized in said amount of \$2.00 for a missed collection point if a pickup at any such pickup point is made within twenty-four (24) hours of the appointed pickup date.
 - c. Five dollars (\$5.00) for each missed collection of any address identified as a "repetitive miss address." A repetitive miss address is defined as any address for which a missed collection is recorded five or more times during the term of this contract.

Contractor shall not be so penalized as hereinabove provided, if such failure shall be caused by fire, riots, civil commotion, or flood; however, labor strikes shall not be an excuse under this contract, nor shall inclement weather or equipment problems be an excuse under this contract for failure to provide a pickup.

8. If a legal holiday occurs or falls on a collection day, then the collection ordinarily made on that day by said Contractor shall be made by Contractor on the next day immediately following said legal holiday. Each collection scheduled for the remainder of the week will also shift one day. For example, in the event of a Monday holiday, collection will shift as follows: Monday to Tuesday, Tuesday to Wednesday, Thursday to Friday and Friday to Saturday. The legal holidays that may be observed by the Contractor are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day.

9. Contractor shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained or asserted against said City as the result, directly or indirectly or in any manner, of the performance or failure of performance on the part of Contractor.

10. In the event that Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent, or shall become the subject of a proceeding in bankruptcy (including any proceedings under Chapters 7, 11, or 13 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment by Contractor for the benefit of its creditors, or the taking of its trucks' equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, in such events, City may, at its option upon a five-day (5) written notice, declare the Contractor to be in breach of his agreement, and City may terminate the agreement and declare same canceled and terminated, and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

11. The agreement shall not be assignable or transferable by Contractor, nor shall any services be performed by a sub-contractor for Contractor without the consent in writing by City.

12. The Contractor shall bill the City monthly for services rendered during the preceding month, and the City shall pay the Contractor within 30 days of receipt of Contractor's invoice. Said payment and billing shall be based on the price rate as set forth in Bid Form, which is attached hereto and made a part hereof, multiplied by the number of dwelling units shown in paragraph 3 of this agreement, as adjusted to reflect

actual unit pick ups for which the city bills. Service shall be extended to all new or additional units immediately upon request for service. The Contractor shall provide this extension of service for the same unit price as specified in the bid form. The number of units specified in this contract may also be reduced when it is determined by the City that such units are no longer generating solid waste. The Contractor shall show such proof as may be requested of the number of units collected by Contractor at any point in time during this contract.

13. Apartment complexes and mobile home parks within the boundaries of the City shall not be construed to be part of this agreement. Condominiums that are serviced by dumpsters are excluded from this agreement but may, at the discretion of the city, be added under the provisions of this agreement provided that said dwelling units are serviced by approved individual trash containers as required by the provisions of Chapter 11.

14. All collection routes and days of collection for each route must be approved by the City. Contractor shall provide City with copies of route collection maps and related data.

15. This Agreement, the Performance Bond, the Notice to Contractors, the Bid Form, and Chapter 11 of the Code of Ordinances, as may from time to time be amended, comprise the contract between the parties. The contractor shall fully comply with all of the requirements of each such document whether same is contained in the other documents or not.

16. The City shall require every person, firm, or corporation owning, managing, operating, leasing, or renting any dwelling unit to provide and, at all times, to maintain in good order and repair on said premises approved containers as required by Chapter 11.

17. The City shall require that all containers of solid waste for dwelling units shall be placed on the premises at a curbside location for the Collector, said placement to be consistent with other containers in the area, in order to set a workable route pattern.

18. The Contractor shall collect and remove from the premises all solid waste, yard waste, recyclable waste, and bulky rubbish from dwelling units in accordance with the provisions of the bid accepted by the City of Arnold. Whenever twice per week collection service is in effect, at least a minimum of sixty-four (64) hours shall intervene between each collection, except that there will be no collections on Sunday or legal holidays.

19. The Contractor shall use a sanitary landfill approved and licensed by the Missouri Department of Natural Resources or in the case of a landfill outside of the State of Missouri such landfill shall be approved by the appropriate state department or agency of that state for disposal of solid waste collected from the City. The cost of the use of said sanitary landfill shall be included within the amount bid on the bid form. Said sanitary landfill will be open to the City for its inspection during normal working hours. Other disposal methods, as may be approved by the appropriate federal, state and local agencies, may be utilized only with the approval of the City and the cost of which is included in the rate section herein.

20. The Contractor will maintain and operate suitable equipment to render collection services according to the terms of this contract. Said equipment will be maintained at Contractor's cost in a manner to insure that said service will be performed in a regular and workmanlike manner at all times. The Contractor will also maintain appropriate standby equipment to perform said collection services. Trash hauler trucks shall obtain all permits as required by City ordinances.

*Recycling @
Rec Center*

21. Contractor shall provide one or more trash containers up to eight-cubic yards in size for the City Hall Building on Jeffco Blvd.; the Maintenance Building on Arnold Tenbrook Road; for Ferd B. Lang Park; for Arnold City Park and for the new Community Recreational Center on Old Missouri State Road, and shall collect solid waste from said containers at no charge to the City. Said containers will be an appropriate size to handle one weeks worth of trash for each location. If the City of Arnold adds anymore municipal buildings or facilities in the future, Contractor shall provide trash containers for those locations also. Additionally, one (1) forty-cubic yard truck container shall be provided at Arnold City Park, during the weekend of the Arnold Days Celebration held during September of each year of the contract and shall collect solid waste from said container at no charge to the City.

108400
5/1/15

22. This agreement shall be in effect and binding upon the parties hereto from the date and for the period indicated by the City and its resolution authorizing the execution of this agreement. Either party may terminate this contract provided that the party desiring to terminate the contract shall give at least one hundred eighty (180) days notice specifying the exact date of termination. If either party shall violate any of the covenants undertaken herein or any of the duties imposed upon it by this contract, such continued violation shall entitle the other party to terminate this contract, provided that the party who desires to terminate shall give the other party at least thirty (30) days written notice specifying the exact date of termination. Notices pursuant to this section shall be mailed to the address indicated on this contract, and the date of deposit of said notice in the United States Government mail shall constitute the day of service of said notice. If Contractor shall violate any of the covenants undertaken herein or any of the duties imposed upon it by this contract, such subsequent termination of the contract by the City shall not relieve the Contractor from the obligation of this contract for the remaining period of this contract, and upon reletting of this contract, the Contractor shall remain responsible for the damages resulting from the breach of contract, including the difference in the cost of service to perform the duties and obligations of the contractor hereunder after the breach of this contract and the cost of service provided under this contract for the remaining term of the contract.

Notwithstanding other provisions of this contract, should the Contractor fail to pick up trash within the City of Arnold for a period of two (2) weeks, the City may, at its option, terminate this contract immediately without notice, and said failure to pick up trash for a period of two (2) weeks shall be deemed a breach of this contract by the Contractor, and no excuses, Acts of God, strikes, or impossibilities of performance by Contractor shall bar the termination of the contract by the City or be a defense thereto.

23. The contractor shall provide to City a local telephone number where complaints, questions or service orders concerning the collection of solid waste can be received between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The contractor shall provide by the 10th of each month, a listing of complaints or service orders received during the previous month and the resolution of each complaint to the City Administrator.

24. The Contractor shall not use any vehicle having a rear axle loaded weight greater than 18,500 pounds. The city may require the contractor to use one ton trucks to remove trash from designated residential areas due to the narrow width of the streets and/or the potential damage to street pavement and yards.

25. The unit costs and the payments by the City to Contractor under this agreement are not subject to escalation for changes in cost of living or inflation and are a firm price for the entire term of the contract.

26. The Contractor may petition the City for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, or regulations, changes in location of disposal sites, or changes in disposal charges. Any adjustment shall be solely at the discretion of the City.

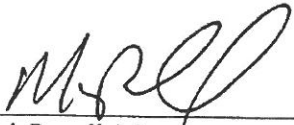
27. The initial level of service shall be once per week pickup of residential solid waste, once per week pick up of bulky rubbish, and once per week pickup of recyclable items under a city wide program for all residential units included under this contract. The Contractor shall provide one 18-gallon recycling tub for each residence. The Contractor shall provide either one 65-gallon trash toter or one 95-gallon trash toter for each residence. The City reserves the right to change the level of service during the term of the contract to one of the alternative levels of services described in the bid form. The City will provide a minimum of sixty (60) days notice of such change in service level. The unit costs for said alternative levels of service shall be as stated in the bid form.
28. The Contractor shall collect and remove all bulky rubbish, yard waste, and recyclables as defined by Chapter 11 of the Code of Ordinances from dwelling units serviced under this contract on a weekly basis. The City will require all bulky rubbish, yard waste, and recyclables to be placed on the premises at the curbside location for the Contractor. All routes for bulky rubbish collection must be approved by the City.
29. The City of Arnold is concerned about the implications of future landfill closures and desires to be prepared with alternatives to landfill disposal of waste. The contractor will be required to provide technical assistance and shall assist the City in the preparation of a feasibility study of alternative solid waste disposal methods. This assistance shall be provided at no expense to the City.
30. Contractor shall provide, at no additional cost to the City, one annual bulky rubbish pickup of all apartments, condominiums, and mobile home parks within the City of Arnold. The maximum quantity included annually at no cost to the City shall be an aggregate of 1,500 cubic yards. The bulky rubbish pickup specified in this section shall be during a month specified by the City Council. The exact date of the pickup shall be determined thirty days in advance to provide adequate notice to residents. In the event that the City contracts separately for residential solid waste collection, removal, and disposal for apartments, condominiums, and mobile home parks, the provisions of this section shall be null and void.
31. Contractor shall maintain a uniform standard of operation and adhere to the following performance standards:
- a. Collection of trash shall occur only between the hours of 6 a.m. and 7 p.m.
 - b. Trash containers shall be returned to the location where the resident had placed the container, unless the empty container is prone to tipping over at that location.
 - c. Container lids shall be placed either on, in or next to the container.
 - d. The sequence of the collection route shall be established and not altered.
 - e. Implement procedures to properly collect any repetitive miss addresses.
32. This contract does not include any option to extend this agreement for additional periods of time..

SIGNATURES TO THIS AGREEMENT ARE ON THE NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

FOR: City of Arnold, Missouri
City Hall, 2101 Jeffco Boulevard
Arnold, Missouri 63010

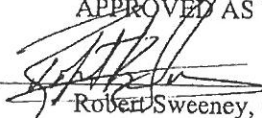
(Seal)



Mark Powell, Mayor

Attest:


Diane Waller, City Clerk

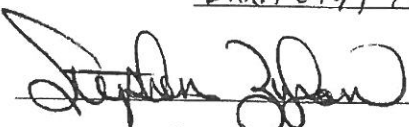
APPROVED AS TO FORM:


Robert Sweeney, City Attorney

FOR CONTRACTOR:

COMPANY NAME: ONYX WASTE SERVICES MIDWEST, INC. (Seal)

COMPANY ADDRESS: 13932 ST. CHARLES ROCK ROAD
EARTH CITY, MO 63045

BY: 

TITLE: AREA GENERAL MANAGER

ATTEST: Coral M. Ward

TITLE: MUNICIPAL MARKETING MANAGER

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AMENDMENT

This Amendment ("Amendment") to the Residential Solid Waste Collection, Removal & Disposal Agreement dated April 22, 2004 ("Original Agreement") is made by and between the City of Arnold, Missouri ("City") and Veolia Environmental Services ("Veolia") this ___ day of _____, 2008.

WHEREAS, the City is a duly organized municipality organized as a city of the third class and existing pursuant to the provisions of Chapter 77 of the Revised Statutes of Missouri; and

WHEREAS, Veolia is the successor in interest to Onyx Waste Services; and

WHEREAS, the City Council of the City has authorized the Mayor to amend the Original Agreement as identified below; and

WHEREAS, it is in the best interest of the health, welfare and safety of the citizens of the City;

NOW, THEREFORE, the Parties agree and acknowledge as follows:

1. The Original Agreement is hereby extended to June 30, 2012.
2. Pursuant to said extension, the following rates will apply:
 - a.) Trash & Recycling Per Home

Delivered Toters:	6/30/2009	\$10.75	
	7/1/2009	6/30/2010	\$11.07
	7/1/2010	6/30/2011	\$11.40
	7/1/2011	6/30/2012	\$11.75

b.) Yard Waste Per Home

Delivered Toters:	6/30/2009	\$8.65	
	7/1/2009	6/30/2010	\$8.91
	7/1/2010	6/30/2011	\$9.18
	7/1/2011	6/30/2012	\$9.45

3. The "Trash & Recycling Per Home" pricing includes all current 95 gallon toters for trash and the addition of the new 65 gallon toters for recycling .
4. Veolia will maintain ownership of all trash toters and recycling toters and will handle all delivery and maintenance for same.
5. The City will invest One-Hundred Thousand Dollars (\$100,000.00) for the purchase of 65 gallon recycling toters pursuant to a grant awarded to the City by the Solid Waste Management District.
6. Veolia agrees to satisfy, on behalf of the City, certain obligations required by the Solid Waste Management District grant award; including, but not limited to, providing statistical data for the City's reporting requirement, expenses for educational brochures, and procure the containers following the City's bid procedures.
7. All terms of the Original Agreement not specifically modified by this Amendment will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands and seals the
day first above written.

VEOLIA ENVIRONMENTAL SERVICES

BY: Dale Sulfridge

ITS: General Manager

ATTEST:

CITY OF ARNOLD, MISSOURI

Miriam C. Walker
City Clerk

BY: MP
MARK POWELL, Mayor

AMENDMENT

This Amendment ("Amendment") to the Residential Solid Waste Collection, Removal & Disposal Agreement dated April 22, 2004 ("Original Agreement") and Amended on this 15 day of December, 2008 is made by and between the City of Arnold, Missouri ("City") and Allied/Republic Services LLC ("Allied/Republic") this ____ day of _____, 2011.

WHEREAS, the City is a duly organized municipality organized as a city of the third class and existing pursuant to the provisions of Chapter 77 of the Revised Statutes of Missouri; and

WHEREAS, Allied/Republic Services LLC is the successor in interest to Veolia Environmental Services and to the original Onyx Waste Services; and

WHEREAS, the City Council of the City has authorized the Mayor to amend the Original Agreement as identified below; and

WHEREAS, it is in the best interest of the health, welfare and safety of the citizens of the City;

NOW, THEREFORE, the Parties agree and acknowledge as follows:

1. The Original Agreement is hereby extended to June 30, 2017.
2. Pursuant to said extension, the following rates will apply:
 - a.) Trash & Recycle curbside Per Home
(City Billed to Approximately 6,737 Single Family Units)

Original Amendment

July 1, 2011 to June 30, 2012 \$11.75

Proposed Amendment

July 1, 2012 to June 30, 2013 \$11.99

July 1, 2013 to June 30, 2014 \$12.23

July 1, 2014 to June 30, 2015 \$12.47

July 1, 2015 to June 30, 2016 \$12.72

July 1, 2016 to June 30, 2017 \$12.97

- b.) Yard Waste Curbside Per Home
(Individual Billed Per Quarter)

Original Amendment

July 1, 2011 to June 30, 2012 \$9.45

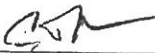
Proposed Amendment

July 1, 2012 to June 30, 2013	\$9.64
July 1, 2013 to June 30, 2014	\$9.83
July 1, 2014 to June 30, 2015	\$10.03
July 1, 2015 to June 30, 2016	\$10.23
July 1, 2016 to June 30, 2017	\$10.43

3. The "Trash & Recycling Per Home" pricing includes all current 95 gallon containers for trash and the 65 gallon containers for recycle.
4. Allied/Republic will maintain ownership of all trash and recycle containers and will continue to handle delivery and maintenance.
5. Allied/Republic will continue to provide statistical data regarding the grant with St Louis Jefferson Solid Waste Management District.
6. All terms of the Original Agreement not specifically modified by this Amendment will remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written.

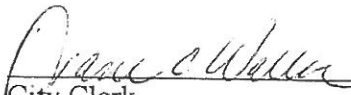
ALLIED/REPUBLIC SERVICES LLC


BY: 
Casey Powers

ITS: GENERAL MANAGER

ATTEST:

CITY OF ARNOLD, MISSOURI


City Clerk

BY: 
RON COUNTS, Mayor