

IN THE VILLAGE OF CENTERTOWN, MISSOURI

Bill No. 0023-08

Ordinance No. 247

AN ORDINANCE AUTHORIZING THE CHAIRMAN TO ENTER INTO A CONTRACT EXTENSION WITH ALLIED SERVICES, LLC DBA REPUBLIC SERVICES OF JEFFERSON CITY TO COLLECT AND REMOVE TRASH

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF CENTERTOWN, MISSOURI, AS FOLLOWS:

Section 1: The Board of Trustees for the Village of Centertown, Missouri, authorizes Adam E. Brown as the Chairman of the Board of Trustees for the Village of Centertown, Missouri, to enter into a contract extension for the period June 1, 2023 – May 31, 2028 with Allied Services, LLC DBA Republic Services of Jefferson City as the exclusive provider of trash collection and removal for the Village, upon the same material terms and in substantially the same form as the attached contract extension to the Municipal Waste Services Agreement between the parties dated June 1, 2018, approved by Ordinance 174. .

Section 2: This ordinance shall be in full force and effect upon passage and approval.

FIRST READING HELD: May 30, 2023

SECOND READING HELD AND FINAL PASSAGE ON THIS 30th DAY OF MAY, 2023 BY THE FOLLOWING VOTE:

	Aye	Nay
Adam E. Brown	<u>X</u>	_____
Debra Baker	<u>(absent)</u>	_____
Heather Hunger	<u>X</u>	_____
Travis LePage	<u>X</u>	_____
Paula Hinshaw	<u>X</u>	_____

Signature On File
CHAIRMAN, BOARD OF TRUSTEES

ATTEST:

Signature On File
VILLAGE CLERK

AMENDMENT TO MUNICIPAL WASTE SERVICES AGREEMENT

This Amendment (the "Amendment") to the Municipal Waste Services Agreement (hereinafter referred to as the "Agreement") is entered into as of the 1st day of June, 2023 (the "Effective Date"), by and between **Allied Services, LLC dba Republic Services of Jefferson City ("Contractor")** and **Village of Centertown (the "City")** (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties entered into the Agreement dated June 01, 2018 to collect and dispose of all residential, commercial and permanent and temporary industrial non-hazardous solid waste and recyclables within the City during the term of the Agreement.

AND WHEREAS, the Parties now desire to amend certain terms of the Agreement which shall take effect from June 01, 2023.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained and other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Except as specifically provided in this Amendment, each and every provision of the Agreement between the Parties remains, and is, in all respects, in full force and effect.
2. **TERM:** The term of this Agreement is hereby extended for an additional five (5) year period from its current expiration date until May 31, 2028 (the "Renewal Term"). After the Renewal Term, this Agreement may be extended for an additional five (5) year period upon mutual written agreement of both the Parties.
3. **Section 3(e), Page 2:** This sub – section is replaced with the following:

"At the start of the second year of this contract, and every year thereafter, the rates charged by Contractor shall increase by 4.5% for Residential waste.

The rates for Commercial and Industrial waste shall be increased by 4.5% annually on the anniversary date of the Agreement."

4. **Exhibit A and B, Pages 11-12:** These exhibits are modified in the Agreement by way of this Amendment and replaced with the pricing table attached on the following page.

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

CONTRACTOR:

**Allied Services, LLC dba
Republic Services of Jefferson City**

By: _____

Name: _____

Title: _____

City:

Village of Centertown

By: Adam E. Brown

Name: Adam E. Brown

Title: Chairman

Proposed Services and Rates

<u>Residential Collection Rates</u>	<u>1X per week</u>
96 Gallon Cart	\$16.88/month
Additional Cart	\$5.62/month

<u>Commercial Collection Rates</u>	<u>1X per week</u>
96 Gallon Cart	\$20.27
2 YD Container	54.52
3 YD Container	\$78.69
4 YD Container	\$98.14
6 YD Container	\$121.53

<u>Additional Services</u>	<u>Rate</u>
Container Delivery	\$50.65
Container Exchange	\$50.65
Container Relocate	\$50.65
Container Removal	\$50.65
Extra Yards	\$39.39

<u>Industrial Rates</u>			
Haul	Disposal	Overage	Rental
343.28	58.53	28.98	123.81
(Includes 3 tons)			(after 7 days)

<u>Additional Services</u>	<u>Rate</u>
Container Relocate	\$106.92
Dry Run	\$123.81
Wash Out	\$140.69