CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117994

AN ORDINANCE authorizing the Director of Seattle Public Utilities to amend contracts with Waste Management of Washington, Inc. and CleanScapes, Inc. for waste collection and transfer service changes, including an option for every-other-week garbage collection.

WHEREAS, the City currently contracts with Waste Management and CleanScapes for waste collection and transfer services; and

WHEREAS, the City in 2007 approved Resolution 30990, which includes strategies to achieve the City's goal of recycling 60 percent of the waste produced in Seattle by 2012 and 70 percent by 2025; and

WHEREAS, Seattle Public Utilities completed the "One Less Truck Pilot Project" which examined opportunities and impacts of reducing household garbage collection from weekly to every other week; and

WHEREAS, the pilot study indicated potential for citywide diversion of 9,000 tons per year of recyclables and food waste, adding approximately 1.3 percentage points to the citywide recycling rate; and

WHEREAS, Waste Management and CleanScapes have agreed to amend the contract terms to allow every-other-week-garbage collection; and

WHEREAS, Waste Management and CleanScapes have agreed to amend the contract terms related to compostable waste collection services from apartments and compostable waste transfer services; and

WHEREAS, the Council, in consultation with the Mayor, intends to determine by March 1, 2014 whether to exercise its earliest option to implement every-other-week garbage collection for single-family residences; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Seattle Public Utilities is authorized to sign, for and on behalf of the City of Seattle, amendments to the contracts with Waste Management of Washington and CleanScapes for waste collection and transfer services, substantially in the form of the contract

amendments, attached hereto and identified as Attachments 1 and 2, to make changes in waste collection and transfer services, including an option for every-other-week garbage collection.

Section 2. Additional legislation is needed to begin every-other-week garbage collection.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2013, and signed by me in open session in authentication of its passage this _____ day of _____, 2013.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2013.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2013.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Amendment No. 1 to the Solid Waste Collection and Transfer Contract Between the City of Seattle and Waste Management of Washington, Inc.

Attachment 2: Amendment No. 1 to the Solid Waste Collection and Transfer Contract Between the City of Seattle and CleanScapes, Inc.

AMENDMENT No. 1
TO

The Solid Waste Collection and Transfer Contract Between the City of Seattle and Waste Management of Washington, Inc.

This AMENDMENT is entered into by and between THE CITY OF SEATTLE ('City'), a municipal corporation of the State of Washington, and WASTE MANAGEMENT OF WASHINGTON, INC. ('Contractor').

WHEREAS, the parties desire to negotiate changes and make additions to the Contract.

IN CONSIDERATION of the terms and conditions herein, the parties agree to amend the Contract as follows:

1. **Section 110. <u>Garbage Collection,</u>** the second paragraph is deleted and the following paragraph is substituted in its place as follows (to revises the potential implementation dates for every other week garbage):

   The City retains an option to begin every other week collection of Garbage from Residential Structures using Garbage Cans on April 1, 2015 and on any subsequent April 1st. The City must notify the Contractor 12-months in advance of the requested change.

2. **Section 115. <u>Compostables Collection,</u>** a new paragraph is inserted after the third paragraph as follows (to add commercial compostable services to the Contract):

   Beginning June 1, 2014, the Contractors shall provide commercial Compostable service to Residential Structures that require larger containers, more frequent collections or ancillary services. Commercial Compostable services shall be collected as frequently as necessary from carts and detachable containers. Compensation for commercial Compostable service is per Section 800 (3).

3. **Section 410. <u>Compostables Transfer,</u>** the first paragraph is deleted and the following paragraph is substituted in its place as follows (to provide an end date to transportation services):

   The Contractor shall be responsible for accepting, tipping and transporting all Compostables delivered under City contract. Transporting service shall end March 31, 2014. The tipping facility shall be located in an area zoned for this type of activity.

4. **Section 410. <u>Compostables Transfer,</u>** the fourth and fifth paragraphs are deleted and the following three paragraphs are substituted in their place as follows (to introduce the transfer-only services beginning in 2014):

   Prior to April 1, 2014, the Contractor shall deliver the Compostables received under this Contract to the Cedar Grove processing facilities located in Maple Valley and Everett, or such other facility as agreed to by the parties. Material shall be delivered Monday through Saturday, 7:00am to 7:00pm, or at other times as directed by the City.

   Beginning April 1, 2014, the Contractor shall transfer Compostables to trailers owned by the City's processor for Compostables. The Contractor shall provide secure parking for empty and full trailers with 24-hour access. The Contractor shall shuttle the trailers in and out of the station loading area to be filled. The Contractor shall notify the processor when a trailer has been filled.

   The Contractor shall receive and transfer Compostables consistent with the requirements of the City's compostable waste processing contractors and with the regulations of Seattle/King County Department of Public Health.

5. **Section 800. <u>Payment for Collection *(and Transfer)* Services in 2009,</u>** paragraph 2) is deleted and the following paragraph is substituted in its place as follows (to allow for new implementation dates for every other week garbage service):

   2) **Delayed Implementation of Every Other Week Residential Garbage Collection from Cans/Carts:** If the City exercises its option for every other week Residential Garbage Collection from Cans/Carts pursuant to Section 110, the monthly sum of **$628,000** for collection of Garbage from all Residential Structures receiving Can service and any per unit and ancillary service payments per Attachment 4. This monthly dollar amount will be adjusted per Section 820 to April 1st of the year in which every other week collection commences. This payment is in lieu of 1) above for weekly Garbage Collection.

6. **Section 800. <u>Payment for Collection *(and Transfer)* Services in 2009,</u>** paragraph 3) is deleted and the following paragraph is substituted in its place as follows (to clarify payment for commercial compostable collection as provided in section 2 of this amendment):

   3) **Compostables Collection:** During the first year of collections (April 1, 2009 - March 31, 2010), the monthly sum of **$554,750** for collection of Compostables from all accounts subscribing to Compostables collection service and any per

unit and ancillary service payments per Attachment 4;

7. **Section 800. <u>Payment for Collection *(and Transfer)* Services in 2009,</u>** paragraph 9) is deleted and the following paragraph is substituted in its place as follows (to allow for payment of transfer-only services as provided in Section 4 of this amendment):

   9) **Transfer Payments:** During the first year of the Contract (April 1, 2009 – March 31, 2010), the City will compensate the Contractor for transfer services per the following amounts per ton:

Transfer and hauling of Garbage	Contractor route trucks, $12/per ton Non Contractor route trucks, $14/per ton
Transfer of Compostables (after March 31, 2014)	$8/per ton
Transfer and Hauling of Compostables (ends March 31, 2014)	$18/per ton

8. **Attachment 4. <u>2009 Contract Year per-Unit Service Payments,</u>** the third paragraph is deleted and the following paragraph is substituted in its place as follows (to allow for revised implementation dates for every other week garbage collection):

   [If the City selects every other week Residential Garbage Can service, pursuant to Section 110, and offers a weekly Garbage Can collection option to customers, then the Contractor will be compensated for any scheduled off-week Garbage Can pickups at $8 per pickup when less than 10% of the Residential Can customers request the service. The Contractor will be compensated at $4 per pickup if more than 10% participate.]

9. **Attachment 4. <u>2009 Contract Year per-Unit Service Payments,</u>** a new table is added as follows (to specify unit payments for commercial compost collection as provided for Section 2 of this amendment):

   Commercial Compostables Collection, payment per pickup*

Container Size	Scheduled Pickups	Special Pickups
64 gallon cart	$ 6.70	$14.80
96 gallon cart	$ 7.45	$15.60
1 CY container	$ 8.80	$17.05
1.5 CY container	$ 9.65	$17.95
2 CY container	$10.50	$18.85

   **These payments apply to commercial Compostable services at Residential Structures. These payments do not apply to residential Compostables cart service at Residential Structures or Commercial Establishments.*

Except as set forth herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by having their representatives affix their signatures below.

WASTE MANAGEMENT OF WASHINGTON, INC.	THE CITY OF SEATTLE
By_____	By _____
Jason Rose	Ray Hoffman
Area Vice President	Director, Seattle Public Utilities
Dated: _____	Dated:_____

Authorized by Ordinance Number _____

AMENDMENT No. 1
TO

The Solid Waste Collection and Transfer Contract Between the City of Seattle and CleanScapes, Inc.

This AMENDMENT is entered into by and between THE CITY OF SEATTLE ('City'), a municipal corporation of the State of Washington, and CLEANSCAPES, INC. ('Contractor').

WHEREAS, the parties desire to negotiate changes and make additions to the Contract.

IN CONSIDERATION of the terms and conditions herein, the parties agree to amend the Contract as follows:

1. **Section 15. <u>Contract Term</u>.** the following sentence is added at the end of the section (to trigger the initial two-year extension if every other week garbage is implemented):

   If the City exercises its option for every other week Residential Garbage Collection from Cans/Carts, then the contract term is automatically extended to March 30, 2019 with no further notice required.

1. **Section 110. <u>Garbage Collection,</u>** the second paragraph is deleted and the following paragraph is substituted in its place as follows (to revises the potential implementation dates for every other week garbage):

   The City retains an option to begin every other week collection of Garbage from Residential Structures using Garbage Cans on April 1, 2015, or October 1, 2015, or on any subsequent April 1st or October 1st.The City must notify the Contractor 9-months in advance of the requested change.

2. **Section 115. <u>Compostables Collection,</u>** the fourth paragraph is deleted and the following paragraph is substituted in its place as follows (to eliminate commercial compostable service from Residential Structures in the Secondary Collection Area as of October 1, 2013):

   Compostable Detachable Container and Drop Box service shall be collected as frequently as necessary from Commercial Establishments and Residential Structures with commercial Compostable service. Such collections shall be performed for Commercial Establishments in both the Collection Area and the Secondary Collection Area. Such collections shall be performed for Residential Structures in the Secondary Collection Area only until May 31, 2014. Compensation for Compostable Detachable Container and Drop Box service is per Section 800 (5).

3. **Section 800. <u>Payment for Collection *(and Transfer)* Services in 2009,</u>** paragraph 2) is deleted and the following paragraph is substituted in its place as follows (to allow for new implementation payments and dates for every other week garbage service):

   2) **Delayed Implementation of Every Other Week Residential Garbage Collection from Cans/Carts:** If the City exercises its option for every other week Residential Garbage Collection from Cans/Carts the monthly sum of **$407,383** from the date that Every Other Week service begins until March 30, 2017 and the monthly sum of **$347,383** beginning April 1, 2017 and subsequent months for collection of Garbage from all Residential Structures receiving Can service and any per unit and ancillary service payments per Attachment 4. The monthly dollar amounts will be adjusted per Section 820. This payment is in lieu of 1) above for weekly Garbage Collection.

Except as set forth herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by having their representatives affix their signatures below.

CLEANSCAPES, INC.	THE CITY OF SEATTLE
By_____	By _____
Chris Martin	Ray Hoffman
President	Director, Seattle Public Utilities
Dated: _____	Dated:_____

Authorized by Ordinance Number _____

Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Public Utilities	Hans Van Dusen/4-4657	Craig Stampher/4-0535

Legislation Title:
AN ORDINANCE authorizing the Director of Seattle Public Utilities to amend contracts with Waste Management of Washington, Inc. and CleanScapes, Inc. for waste collection and transfer service changes, including an option for every-other-week garbage collection.

Summary of the Legislation:
This Council Bill would preserve the option of allowing the City to implement every-other-week solid waste collection by authorizing Seattle Public Utilities (SPU) to amend contracts with Waste Management and CleanScapes. Implementation of such a change would be subject to subsequent Council and Mayor approval. The legislation would also authorize the SPU Director to implement other contract changes related to compostable waste collection services from apartments and compostable waste transfer services

Background:
Pursuant to Council direction SPU recently completed a pilot project to examine the challenges and benefits of every other week garbage collection. Current waste collection agreements with Waste Management and CleanScapes contain only expired terms for implementing this service change citywide. SPU has now negotiated new terms with both parties to incorporate relevant terms for the potential citywide service change for April 2015 or later. The City would notify the contractors of a garbage service change one year in advance of any chosen implementation date.

Additional modifications to the contract terms are included to allow SPU to align the service provider for multi-family compostable collection with all other services under the collection contracts. This service has sufficiently expanded to now be reallocated between the two service providers in their primary service areas.

Also, modifications to compostable waste transfer service are included to allow SPU to use transfer-only services at Waste Management's station beginning in April 2014, when the City's new compostable waste processors begin hauling to the processing site. This change is made to provide back-up service capacity to the City's stations under terms that are compatible with the City's new contracts for compostable waste transport and processing.

Please check one of the following:

__X__ This legislation does not have any financial implications.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**

This legislation does not implement every other week service. If the City chooses to do so, the financial implications of reduced curbside garbage collection frequency would be addressed at that time. If implementation occurs, contractor payments would be reduced by about $6 million annually. SPU would propose customer rate adjustments that reflect these savings if the service is implemented.

The change to multifamily waste collection shifts service payments from one contractor to another but does not introduce new costs or savings to City.

The change to compostable waste transfer terms will be addressed under a larger scope of transitioning the majority of compostable waste transfer services to City stations. The new waste transfer terms provide for a back-up to the transfer at City stations.

b) **What is the financial cost of not implementing the legislation?**
The City would forgo the opportunity to revise services and achieve related savings if this legislation and related contract amendments are not implemented.

c) **Does this legislation affect any departments besides the originating department?**
No

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None (prior to entering new service contracts in April 2019 or 2021)

e) **Is a public hearing required for this legislation?**
No

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No

g) **Does this legislation affect a piece of property?**
No

h) **Other Issues:**

List attachments to the fiscal note below: