

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 13-41

Authorization to Execute Addendum No. 7 to the
Agreement for Services with Waste Management

WHEREAS, an Agreement for Services dated April 10, 2007, was negotiated, signed by Curbside, Inc. and executed by SEMSWA that identified a scope of work and costs for assisting SEMSWA with household hazardous waste collection services for the calendar year 2007; and

WHEREAS, Curbside, Inc. has been providing household hazardous waste collection services for SEMSWA since April 10, 2007; and

WHEREAS, Curbside, Inc. was purchased by Waste Management® (WM) in 2010 and the household hazardous curbside collection service was renamed to "At Your Door Special CollectionSM," and;

WHEREAS, SEMSWA entered into an Assignment of Contract agreement with WM in 2011, and;

WHEREAS, SEMSWA desires to continue the WM At Your Door Special Collection household hazardous waste collection services for calendar year 2014; and

WHEREAS, WM will provide 2014 household hazardous waste collection services at 2.8% increase over 2013 costs due to increased costs of fuel, insurance, handling and waste disposal fees; and

WHEREAS, funds are available in the 2014 Water Quality Program budget for the expenditures contemplated herein.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes the Executive Director to execute the attached Addendum No. 7 to the April 10, 2007 contract with WM for curbside household hazardous waste collection services for 2014.
2. Total costs for the 2014 services authorized herein shall not to exceed \$55,000 without prior authorization by the Board of Directors.
3. The time of performance for the work authorized by Addendum No. 7 shall be January 1, 2014 through December 31, 2014.

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Date: _____

ATTEST:

Secretary

Chairperson

APPROVED AS TO FORM:

Attorney for
Southeast Metro Stormwater Authority

By: _____
Edward J. Krisor

ADDENDUM NO. 7

Whereas, the Southeast Metro Stormwater Authority (SEMSWA) and Curbside Inc. entered into an Agreement on April 10, 2007, for services related to Household Hazardous Waste Collection and Recycling; and

Whereas, Curbside, Inc. was purchased by Waste Management® (WM) in 2010 and the household hazardous curbside collection service was renamed to "At Your Door Special CollectionSM," and;

Whereas, SEMSWA entered into an Assignment of Contract agreement with WM (CONTRACTOR) in 2011, and;

Whereas, SEMSWA has determined that said services are desired for household hazardous waste collection and recycling curbside services for some or all of calendar year 2014; and

Whereas, the CONTRACTOR is able to provide said services; and

Whereas, the Agreement states that annual addendums to the Agreement may be used if the proposed costs for services do not increase, as a whole, more than 5% from one contract period to the next; and

Whereas, the CONTRACTOR will provide 2014 services at a cost increase of 2.8% due to an increase in fuel, insurance, handling and waste disposal fees, as specified in their letter dated December 4, 2013 "WM Curbside, LLC HHW Program for 2014" (attached).

Now therefore, it is mutually agreed as follows:

1. CONTRACTOR shall provide Household Hazardous Waste Collection and Recycling services including an "e-waste" pickup program for some or all of the period January 1, 2014 to December 31, 2014. The scope of work for these services are as stated in Attachment A, an attachment to the April 10, 2007 Contract Agreement and as described in the December 4, 2013 "WM Curbside, LLC HHW Program for 2014" letter. In general, the CONTRACTOR shall provide curbside household hazardous waste collection and recycling services for some or all of 2014.
2. The budgeted amount available for the 2014 household hazardous waste collection and recycling services shall be in the amount not to exceed \$55,000.00. SEMSWA is only responsible for payment for services rendered by CONTRACTOR up to the not to exceed that amount, and as directed by SEMSWA. SEMSWA is not obligated for services not performed by CONTRACTOR or not directed by SEMSWA. All payments shall be made in accordance with the compensation provisions in the December 4, 2013 "WM Curbside, LLC HHW Program for 2014" letter as pertains to those specified items. Other payments for ancillary collection activities shall be made in accordance with the compensation provisions in the April 10, 2007 Agreement.
3. SEMSWA retains the right to terminate this ADDENDUM NO. 7 without cost to it except that SEMSWA will be responsible for the prompt payment for all household hazardous waste collection and recycling services rendered prior to CONTRACTOR's receipt of SEMSWA's notice of termination.
4. All provisions of the original April 10, 2007 Agreement, not inconsistent with this ADDENDUM NO. 7 are incorporated by reference as if fully set forth herein.

Waste Management®

Attest:

Authorized Representative
Title: _____

Date: _____

Southeast Metro Stormwater Authority

John A. McCarty, Executive Director

Date: _____



Board Summary Report

To: Board of Directors
From: Lanae Raymond, WQ Program & Special Projects Program Manager
Date: December 6, 2013
Re: 2014 HHW and Recycling Services to Support MS4 Permit
Board Meeting Date: December 18, 2013

Purpose and Recommendation

SEMSWA Board of Directors authorizes funds and executes a contract for household hazardous waste (HHW) and recycling services each year to support SEMSWA and Arapahoe County's MS4 Permit Program #3, Illicit Discharge, Detection and Elimination. It is estimated that HHW and recycling collection services in 2014 will be \$55,000. The purpose of this Report is to recommend the authorization of \$55,000 for the purpose stated above and the execution of Contract Addendum No. 7 with Waste Management® (WM) for 2014 HHW and recycling collection services.

Background

Permit Program 3, Illicit Discharge Detection and Elimination, requires a program to assist residents of the MS4 communities with options for disposal or recycling of HHW, including automobile fluids, used landscape chemicals, fluorescent tubes, leftover paint, and the like. An analysis of HHW and e-waste disposal and recycling options available indicate that a "curbside" pickup option is the best overall program for managing HHW in unincorporated Arapahoe County and the City. SEMSWA utilizes WM to provide this 'At-Your-Door' pickup service, and has since April 1, 2007. WM provides the most comprehensive curbside pick-up service in the Denver metro area at this time.

WM also has a collection facility in Denver for drop off of household hazardous waste. This feature is available to a homeowner who has a specific timetable for moving, for example, and cannot wait until the scheduled pick up day. We want to encourage recycling of this waste rather than taking the chance that the homeowner leaves it behind or deals with it in a non-environmental way. Additionally, a homeowner may have several more cans of latex paint or motor oil that will not fit in the collection bag, and is given the option to take their accumulated HHW and additional paint and oil, up to a total of 100 pounds, to the drop-off facility, for the same \$20.00 co-pay.

WM has requested a price increase for each curbside pickup collection in 2014, from \$107 to \$110, for an increase of 2.8%. In 2009, the cost per curbside pickup went from \$109 to \$114. Program costs stayed at \$114 for 2010 and 2011 services. Program costs decreased last year from \$114 to \$107 due to WM implementing a uniform price per pickup for the Denver Metro area. Prices have steadily decreased since the program began (\$125) as a result of additional participating MS4s reflecting better economies of scale, and the construction of their own handling facility in Denver.

Discussion

The 2014 budget process identified a continuing trend of high utilization of the HHW "At-Your-Door" collection services, primarily because this is a useful program to residents faced with dated and unused HHW products that should not be disposed in the trash or sanitary system. Our intent is to continue this effort as an annual program with a limited amount of HHW and recycling items that can fit in one bag for pickup at the curb on a homeowners schedule, rather than a one day 'roundup' program that is typically characterized by unpredictable participation and widely varying types of HHW and recyclables in unknown amounts, and as a result, highly variable costs. The service price point for this program has been established at \$55,000, which equates to approximately 600 collections/year. While additional outreach would no doubt increase the usage of this valuable program, it is staff's opinion that this is sufficient budget to support a HHW collection program that meets the goal of minimizing HHW that could enter the MS4.

The 2014 price increase of 2.8% is related to the increase in costs associated with fuel, insurance, handling and disposal costs, per the WM letter dated December 4, 2013. This is within the 5% allowed for increase per the Agreement and appears to be within reason for the pickup and disposal efforts undertaken with this program.

Fiscal Impacts

The WQ Program budget includes a \$55,000 line item for the HHW and recycling program.

Concurrence

Discussions with Dave Agee, Finance Director, and John McCarty, Executive Director, support the WQ Program budget recommendation of \$55,000 for HHW and recycling collection services.



At Your Door Special Collection

December 4, 2013

Lanae Raymond
Water Quality and Special Projects Program Manager
Southeast Metro Stormwater Authority (SEMSWA)
76 Inverness Drive East, Suite A
Englewood, CO 80112

SUBJECT: WM Curbside, LLC HHW Program for 2014

Dear Lanae,

We are fast approaching another successful program year for the SEMSWA's Household Hazardous Waste (HHW) Door-to-Door Collection Program. In accordance with the current contract and for the calendar year 2014, we will continue to offer "two tier" program pricing with slight increases summarized below.

WM Curbside, LLC is working diligently to keep all pricing increases to a minimum. However, we have experienced significant increases in several aspects of our business including fuel, insurance, labor and facility overhead. Please note our renewal pricing is still significantly less than the original program pricing of \$125 per collection in 1999. The new pricing for 2014 is as follows:

Per Stop Price – HHW:	\$110.00
Per Stop Price – Motor Oil/Latex Paint:	\$98.00
Facility Drop-off Price - HHW:	\$105.00
Facility Drop-off Price – Motor Oil/Latex Paint:	\$93.00

Colorado clients continue to enjoy the lowest program cost in the nation. This benefit is due to the efficiencies of having our own consolidation and recycling facility located in Denver. As a long time WM Curbside, LLC client, you have our assurance that we will continue to strive to maintain program efficiencies and keep your program costs and any future increases to a minimum.

The program continued to grow in 2013. The first 11 months of 2013 (1/01/2013 – 11/30/2013) resulted in 550 collections totaling 48,536 pounds compared to 517 collections and 38,993 pounds for the same period of 2012 (1/01/2012 – 11/30/2012).

Thanks again for your continued support of the program and for another successful year. We look forward to continued success in 2014. Please feel free to contact me with any questions.

Sincerely,

Paul Schlich, Sales Manager
WM Curbside, LLC

At Your Door Special Collection is provided by WM Curbside, LLC, a Waste Management company.
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714/693-0049 fax ~ pschlich@wm.com