



WILDWOOD

MEMORANDUM

To: Administration/Public Works Committee Members
From: Rick C. Brown, Director of Public Works / City Engineer
Date: August 7, 2023
Re: Waste Hauler Update

Republic Services and Gateway Disposal are in their second week of service to residents of the City of Wildwood. From the perspective of the Department, while the transition has been challenging (for several reasons), the service and responsiveness provided by both haulers over the past week has been very good.

As you are aware, a key component of the new service is the change to automated collection. With automated collection, both haulers supplied residents with two new carts, one for trash and one for recycling. It should be noted that the change to automated collection was a requirement of all the haulers that expressed interest in providing service in the City, however, it was not a recommendation of the Department. Unfortunately, this change has not been easy for many residents, and as a result City Hall has been inundated with calls and emails from residents with questions and concerns, mostly related to carts, either the use of the new carts or removal of their old carts.

Existing Carts - One of the chief concerns from residents is the disposition of existing trash and recycling carts, primarily Meridian carts or other privately owned carts. It is important to note that Meridian transferred ownership of all their recycling carts during the extension of their license agreement with the City several years ago. This means that around 11,000 blue recycling carts (one per household), which are in homes, are owned by the City and can no longer be used. In addition, there are 95-gallon City of Wildwood green recycling carts, which were provided free of charge to residents several years ago.

Bulk Pickup - Prior to the start of service, information provided to residents indicated that existing carts could be disposed of by arranging a bulk pickup with their applicable hauler after August 1st. Since that date, the City has developed an online form, which is being used to allow residents to log their requests for removal of their carts. The data collected from residents requesting collection of their carts is being forwarded to the applicable hauler.

Communication Plan - Final details regarding cart removal are being determined, however, a communication plan will be developed, in conjunction with the haulers, to provide those details to residents. In general, here are the current plans:

Cart Removal - Gateway Disposal is planning to collect existing carts over four (4) Saturdays beginning on August 19th. Gateway will collect and remove old carts based on the resident's regular collection day as follows:

Monday = August 19th

Tuesday = August 26th

Wednesday = September 15th

Thursday = September 22nd

Gateway plans to dispose of the carts, however, they have recently been contacted by a waste hauler located near Ironton, Missouri who has expressed an interest in taking ownership of the recovered carts. If some of the carts can be transferred to another hauler and repurposed, a staging site may be necessary. We have located a potential staging site, which is the former Waypoint Church, located on Route BA, near Route 109.

Republic Services has stated that they will collect carts on every service day as residents place them by the curb. Carts need to be marked as “Remove” or similar, to be clear the cart is intended for bulk pickup. Republic Services plans to dispose of the collected carts. Because Republic Services will have a limited capacity to collect carts each day, a resident may be required to place their cart back at the curb if not collected. Republic has stated that the removal process could be completed by the end of the month.

Bill of Sale - Both haulers have requested that the City provide a bill of sale for the Meridian carts, which would protect them from potential future claims regarding ownership. In that regard, the City Attorney has drafted such a document for our use.

Recommendation: It is recommended that the City provide a bill of sale (similar to the attached) which will transfer the existing carts (Meridian or Wildwood) to both haulers, as soon as possible.

Action Requested: The Committee is requested to pass a motion supporting the above recommendation.

Thomas Lee and I will be available to discuss this information at your August 8th meeting.

RCB

QUIT CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that the CITY OF WILDWOOD, MISSOURI, a Missouri municipal corporation (“Seller”), in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid it by the ALLIED SERVICES, LLC, dba REPUBLIC SERVICES OF BRIDGETON a Delaware limited liability company (“Buyer”), the receipt and sufficiency of which is hereby acknowledged, does by these presents assigns, quitclaims, transfers and otherwise conveys unto Buyer, its successors and assigns, without representation or warranty, all of its right, title and interest in and to any and all residential collection carts delivered to Location Types located within the Service Area of Wildwood, Missouri, pursuant to the Solid Waste License Agreement dated October 22, 2007, as amended, a copy of which is on file in the office of the City Clerk of the City of Wildwood, Missouri, and incorporated by reference herein, (the “Personal Property”) excluding therefrom any such carts purchased by Waste Connections of Missouri, Inc., pursuant to the Solid Waste License Agreement dated April 30, 2019, as amended, a copy of which is on file in the office of the City Clerk of the City of Wildwood, Missouri.

BUYER TAKES THE PERSONAL PROPERTY “AS IS,” “WHERE IS” AND “WITH ALL FAULTS.” SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PERSONAL PROPERTY AND THIS BILL OF SALE, AND BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. SELLER EXPRESSLY DISCLAIMS AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OF THE MATERIALS, IF ANY, INCORPORATED INTO ANY OF THE PERSONAL PROPERTY, AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PERSONAL PROPERTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PERSONAL PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES AND ANY OTHER PERSONS ACTING ON BEHALF OF SELLER AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE PRECEDING, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH BUYER OR ITS SUCCESSORS OR ASSIGNS NOW HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PERSONAL PROPERTY.

All capitalized terms used in this Bill of Sale will have the meanings given to them in the Solid Waste License Agreement by and between the City of Wildwood, Missouri, and Allied Services, LLC, dba Republic Services of Bridgeton, with an effective date of August 1, 2023, a copy of which is on file in the office of the City Clerk of the City of Wildwood, Missouri, unless otherwise defined in this Quit Claim Bill of Sale.

This Quit Claim Bill of Sale may be signed in a number of identical counterparts which, taken together, will constitute collectively one instrument. By acceptance of this Quit Claim Bill of Sale, Buyer hereby accepts and agrees to all matters set forth in this Quit Claim Bill of Sale.

IN WITNESS WHEREOF, Seller has executed this Quit Claim Bill of Sale on the _____ day of _____, 2023.

ALLIED SERVICES, LLC dba REPUBLIC SERVICES OF BRIDGETON

By: _____, Manager

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a Manager of ALLIED SERVICES, LLC dba REPUBLIC SERVICES OF BRIDGETON, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Members; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

QUIT CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that the CITY OF WILDWOOD, MISSOURI, a Missouri municipal corporation (“Seller”), in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid it by the GATEWAY DISPOSAL, LLC a Missouri limited liability company (“Buyer”), the receipt and sufficiency of which is hereby acknowledged, does by these presents assigns, quitclaims, transfers and otherwise conveys unto Buyer, its successors and assigns, without representation or warranty, all of its right, title and interest in and to any and all residential collection carts delivered to Location Types located within the Service Area of Wildwood, Missouri, pursuant to the Solid Waste License Agreement dated October 22, 2007, as amended, a copy of which is on file in the office of the City Clerk of the City of Wildwood, Missouri, and incorporated by reference herein, (the “Personal Property”) excluding therefrom any such carts purchased by Waste Connections of Missouri, Inc., pursuant to the Solid Waste License Agreement dated April 30, 2019, as amended, a copy of which is on file in the office of the City Clerk of the City of Wildwood, Missouri.

BUYER TAKES THE PERSONAL PROPERTY “AS IS,” “WHERE IS” AND “WITH ALL FAULTS.” SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PERSONAL PROPERTY AND THIS BILL OF SALE, AND BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. SELLER EXPRESSLY DISCLAIMS AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OF THE MATERIALS, IF ANY, INCORPORATED INTO ANY OF THE PERSONAL PROPERTY, AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PERSONAL PROPERTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PERSONAL PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES AND ANY OTHER PERSONS ACTING ON BEHALF OF SELLER AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE PRECEDING, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH BUYER OR ITS SUCCESSORS OR ASSIGNS NOW HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PERSONAL PROPERTY.

All capitalized terms used in this Bill of Sale will have the meanings given to them in the Solid Waste License Agreement by and between the City of Wildwood, Missouri, and Gateway

Disposal, LLC, with an effective date of August 1, 2023, a copy of which is on file in the office of the City Clerk of the City of Wildwood, Missouri, unless otherwise defined in this Quit Claim Bill of Sale.

This Quit Claim Bill of Sale may be signed in a number of identical counterparts which, taken together, will constitute collectively one instrument. By acceptance of this Quit Claim Bill of Sale, Buyer hereby accepts and agrees to all matters set forth in this Quit Claim Bill of Sale.

IN WITNESS WHEREOF, Seller has executed this Quit Claim Bill of Sale on the _____ day of _____, 2023.

GATEWAY DISPOSAL, LLC

By: _____
_____, Manager

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a Manager of GATEWAY DISPOSAL, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Members; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: