

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this 20th day of March 2018, by and between the MORGANTOWN UTILITY BOARD, and the CITY OF MORGANTOWN, both being political subdivisions of the State of West Virginia. With intent to be legally bound by the rights and duties described below, these parties AGREE THAT:

1. Beginning May 1, 2018, the Morgantown Utility Board (“MUB”) shall, on behalf of the City of Morgantown (“City”), manage customer accounts for residential solid waste collection provided for customers served within the City of Morgantown.
2. Customer account management shall include, and be limited to:
 - a. Set up and maintenance of customer accounts and account records, including enrolling new accounts and collecting a deposit for these accounts; and,
 - b. Rendering each identified residential customer appropriate and accurate bi-monthly bills for solid waste collection service, in arrears for services provided; and,
 - c. Collecting payments made pursuant to the bill rendered; and,
 - d. Timely notification to customers of unpaid and past due accounts; and,
 - e. Routine collection of past due accounts; and,
 - f. Monthly accounting for and forwarding to the City amounts collected, less payment for services (described in paragraph 5, below); and,
 - g. Monthly report to the City of accounts deemed uncollectible; and,
 - h. Accounting for costs incurred and amounts collected by MUB in the performance of the duties described herein.
3. With respect to these services, MUB is an agent of the City. As principal, City retains and shall exercise the sole right, authority and responsibility to manage and assure the quality of solid waste collection service rendered, the rates to be paid for solid waste collection service, the requirement for and classification of service, billing frequency, and any/all other business and regulatory matters that may arise with respect to solid waste collection service in the City of Morgantown. Accordingly, MUB shall timely forward to the City Manager for resolution or other response all customer complaints and observations regarding solid waste collection services, except for account management or billing issues, which shall be timely and fairly resolved by MUB.
4. A City resident or landowner enrolled in and taking water service from MUB and connected to the water system by a 5/8” water meter shall be presumed to be a residential solid waste customer, shall be responsible for the solid waste collection account for that address, and shall be billed accordingly. City residents or landowners enrolled in and taking water service from MUB and connected to the water system by a water meter larger than 5/8” shall be presumed to be a commercial solid waste customer. The City and/or its designated agent shall be responsible for commercial solid waste accounts,

including account administration, billing and collecting. Multi-unit properties will be classified as commercial accounts, except that units which are individually metered by a 5/8 " meter will be presumed to be a residential solid waste account. MUB shall provide and manage a protocol by which a solid waste account may be reclassified from/to commercial or residential, and/or responsibility for that account assigned to another party upon instruction by the City. The City's instruction or classification of accounts will be made in accordance with its contract for solid waste service and any applicable ordinance.

5. MUB is prohibited by law from using utility revenues to fund these services. Accordingly, the City shall pay the cost of services rendered. The cost of service is determined to be Seventy Thousand Dollars (\$70,000.00) per year. Thirty days following initiation of billing services, and every thirty days following, MUB shall deduct and retain from collection revenues 1/12 of the identified annual cost, or \$5,833.33, which shall constitute the payment for MUB's services. The balance of collection revenues shall be delivered to the City.
6. MUB shall track its cost to provide these services, and shall, no later than thirty days following the annual anniversary of service, provide to the City a report of costs incurred and (if indicated) a proposed adjustment to the annual cost of service and corresponding annual and monthly payments due to continue this service.
7. To compensate MUB for the costs of account set-up, database and billing modifications and other preparations required to provide this service, the City shall pay MUB for the setup costs equal to Forty Thousand Dollars (\$40,000.00), which the parties agree is the cost incurred by MUB for such services. Upon activation of service, MUB shall invoice the City, and the City shall pay this invoiced amount within thirty (30) days of presentation of that invoice.
8. Either party may cancel this Agreement, with or without cause, by delivering sixty days written prior notice to the other party. In the event of cancellation by the City, it shall be responsible for the actual and full cost to MUB of preparation and delivery of customer account data, if any, to the City or to a third party designated by the City.
9. POC/Responsible Parties:

MORGANTOWN UTILITY BOARD



Timothy L. Ball, P.E.
General Manager

CITY OF MORGANTOWN



Paul Brake
City Manager

March 29, 2018

City of Morgantown
Paul Brake, City Manager
389 Spruce Street
Morgantown, WV 26505

Re: Solid Waste Billing Protocols

Dear Paul:

I write to propose an informal agreement regarding a few details of our new solid waste billing service. Please review these suggestions and let me know if you find them to be practicable and acceptable, and whether there are other details that may be best handled by explicit protocol. We can then do an informal memo to share these details with those involved in this work.

Cash Transfers: MUB will deliver the amount due to the City by check no later than the 15th of each month.

Accounting: MUB will monthly deliver to the City an electronic report and accounting of business activities related to solid waste, including fee collections, uncollectible accounts and customer complaints received during the prior thirty days.

Service Complaints: Service complaints received by MUB, whether via telephone, email, or other electronic platform, will be logged by MUB and promptly reported in writing to the City Manager. Customers will be provided a phone contact at the City to follow up on complaint calls. The City will provide an active phone number and email address to receive these complaints.

Respectfully,

MORGANTOWN UTILITY BOARD



Timothy L. Ball, P.E.
General Manager