

ORDINANCE NO. 2014-005

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, GRANTING TEXAS DISPOSAL SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS, CERTAIN RIGHTS TO OPERATE AND MAINTAIN SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL ROUTES AND SERVICES WITHIN THE CITY OF WIMBERLEY FOR A PERIOD OF FIVE (5) YEARS WITH RENEWAL PROVISIONS, PROVIDING AN EXCLUSIVE FRANCHISE, PROHIBITING THE OPERATION OF ANY OTHER RESIDENTIAL OR COMMERCIAL SOLID WASTE AND RECYCLING COLLECTION BUSINESS OR ENTITY, PROVIDING FOR CERTAIN RIGHTS, DUTIES, TERMS, AND CONDITIONS, PROVIDING FOR PAYMENT OF FRANCHISE FEES OF TEN (10) PERCENT OF GRANTEE'S GROSS REVENUES, CIVIL AND CRIMINAL PENALTIES NOT TO EXCEED \$2,000.00, EFFECTIVE DATES, SEVERABILITY AND OTHER PROVISIONS RELATED TO THE GRANT OF A SOLID WASTE AND RECYCLING FRANCHISE.

WHEREAS, the City of Wimberley ("City") is a municipal corporation organized under the laws of the State of Texas and, pursuant to the Texas Constitution and state law, possesses the power to protect and promote the public health, safety, and welfare, to regulate the use of the public rights-of-way and to issue and revoke licenses; and

WHEREAS, the City Council of the City of Wimberley ("City Council") may adopt an order, act, law or regulation not inconsistent with state law, that is necessary for the government, interest, welfare or good order of the City; and

WHEREAS, the City Council may adopt ordinances, rules or police regulations that are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City of Wimberley ("City") owns or is the proprietor over public streets, rights-of-way, alleys, and other public property and acts as trustee and guardian for the benefit of City citizens; and

WHEREAS, the City has exclusive control over the public highways, streets and alleys of the City; and

WHEREAS, pursuant to the laws of the State of Texas, it is recognized and established that an incorporated municipality may make a reasonable, lawful charge for the granting of an exclusive franchise to a business or entity that engages in collection and disposal services related to solid waste and recycling; and

WHEREAS, the City Council has determined that the availability of solid waste and recycling collection and disposal services in the City will promote the public health,

safety, and general welfare of the residents of the City and would serve the public interest; and

WHEREAS, the City Council has determined that the availability of solid waste and recycling collection and disposal services in the City will discourage dumping of garbage and trash along the roadside, in roadside parks and at illegal dump sites; and

WHEREAS, Texas Disposal Systems, Inc. is now and has been engaged in waste and recycling collection and disposal services in the State of Texas; and

WHEREAS, Texas Disposal Systems, Inc. possesses management expertise, qualified personnel, and specialized equipment for the safe collection, handling, and disposal of solid waste and recycling; and

WHEREAS, the City Council finds that the public interest will be served by the granting of an exclusive franchise to Texas Disposal Systems, Inc. to provide solid waste and recycling collection and disposal services within the boundaries of the City of Wimberley, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS:

SECTION 1. DEFINITIONS.

1.1 For the purposes of this Ordinance, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Section 1 shall be given their common and ordinary meaning.

1.2 For the purposes of this Ordinance, the following words, terms, phrases and their derivations shall have the meaning given in this Section 1.2. Any term not defined herein shall have the meaning set out in the Agreement between Texas Disposal Systems, Inc., (hereinafter "TDS") and the City, attached hereto as Exhibit A and incorporated herein for all purposes.

1.2.1. Agreement – The Agreement between TDS and the City attached hereto as Exhibit A and incorporated herein for all purposes.

1.2.2. City Secretary – The City Secretary of the City of Wimberley, Texas.

1.2.3. Council or City Council – The City Council, the governing body, of the City of Wimberley.

1.2.4. Commercial Customer - An occupant of a Commercial Unit within the City limits of the City of Wimberley.

1.2.5. Commercial Unit – An improved property, located within the City limits of the City of Wimberley, other than a Residential Unit.

1.2.6. Effective Date – February 1, 2014, which is the date, this Franchise shall become effective.

1.2.7. Franchise – This Ordinance, and all rights and obligations established herein or as it may be amended from time to time.

1.2.8. Gross Revenues – All revenues derived directly or indirectly by TDS and including its affiliates, subsidiaries, parent, and any person or entity, if any, that TDS may subcontract with for services covered by the Agreement, from or in connection with the operation of the service pursuant to this Ordinance. This term shall not include any taxes or fees on services furnished by TDS imposed directly upon any customer by the state, City or other governmental unit and collected by TDS on behalf of such governmental units.

1.2.9. Residential Customer – An occupant of a Residential Unit within the City limits of the City of Wimberley.

1.2.10. Residential Unit – An improved property which is used, or capable of being used, for domestic use by a single family, including a single family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family Dwelling Units, shall be treated as a Residential Unit, except that each dwelling unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designed by the City staff to be serve by a dumpster roll-off compactor shall not be included in this definition and shall be a Commercial Unit.

1.2.11. Rights-of-Way – all publicly owned, dedicated or maintained streets, avenues, easements, alleys, highways, sidewalks, bridges, and other similar means of public access in the City.

1.2.12. City – City of Wimberley, a municipal corporation located in Hays County in the State of Texas.

SECTION 2. GRANT OF FRANCHISE AND TERM.

2.1 There is hereby granted to TDS, an exclusive franchise to provide Residential and Commercial solid waste and recycling collection and disposal services in the City,

as constituted as of the Effective Date, or as may hereafter be constituted, and TDS is hereby granted the exclusive right to provide solid waste and recycling collection and disposal services to any Residential or Commercial Customer within the City that requests such service; provided that all such work, activity and undertakings by TDS shall be subject to the terms and provisions of this Franchise and the Agreement; and provided further that nothing herein shall be construed to require or authorize TDS to exceed any rights granted herein or by the Texas Commission on Environmental Quality (TCEQ) or any other state or federal agency. TDS's use of City Rights-of-Way shall be subject to and in accordance with the City's policies and procedures governing said use. It shall be unlawful for any other solid waste and recycling collection or disposal company, entity or person to conduct Residential or Commercial solid waste and recycling collection services covered by the Agreement attached hereto as Exhibit A. No other solid waste and recycling collection or disposal company, entity or person shall collect refuse or operate a solid waste and recycling collection business or charge a fee for the collection of refuse or recycling from any Residential or Commercial Customer within the corporate boundaries of the City of Wimberley, except as otherwise exempted in Section 7.1, from and after the Effective Date of this Ordinance.

2.2 The term of this Franchise shall be for a term of five (5) years, beginning upon the Effective Date and ending five (5) years thereafter. The City reserves the option to renew the Franchise for up to three (3) additional separate five (5) year renewal terms. Written notice of the City's intent to renew the Franchise shall be provided not less than sixty (60) days prior to expiration of the current term of the Franchise. Either party may terminate the Franchise by providing written notice to the other party of its intentions to terminate the Franchise, not less than sixty (60) days prior to the expiration of the current term of the Agreement. Any such written notice shall be as provided in the Agreement.

SECTION 3. OPERATION OF TDS WITHIN CITY LIMITS

3.1. TDS is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges herein mentioned and granted by this Franchise, provided that all services shall be performed with reasonable diligence, without unnecessary inconvenience to the public or individuals, and in compliance with the Agreement and any applicable Federal, State, or City ordinances, rules or regulations. It is not the intention of either the City or TDS to create any liability, right or claim for the benefit of third parties and this Franchise is intended and shall be construed for the sole benefit of the City and TDS.

3.2. The City reserves the right to lay, and permit to be laid, sewer, cable television, water, telephone, electric, and other lines, cables and conduits, and to do and permit to be done any other work that may be necessary from time to time in any public place occupied by TDS.

3.3 TDS is not precluded from commencing solid waste and recycling collection

and disposal services prior to the Effective Date if Residential and Commercial Customers choose to contract for such services.

SECTION 4. COMPANY RULES AND REGULATIONS

TDS shall provide solid waste and recycling collection and disposal services in compliance with this Franchise and the rights, duties, terms and conditions of the Agreement.

SECTION 5. FRANCHISE AND RENTAL FEES.

5.1 TDS is authorized to provide solid waste and recycling collection and disposal services within the boundaries of the City as such boundaries exist as of the Effective Date, and as they may be hereafter modified from time to time. Commercial and Residential Customers will receive a benefit from the City's granting of this Franchise to TDS through greater attention to customer service from City oversight, the addition of recycling and bulk item collection services, reduction in potential liability from disposal at pre-approved disposal sites, and fewer and more regulated refuse equipment on the City streets. TDS will receive and obtain material benefits and operating efficiencies from this Franchise and the accompanying rights to provide solid waste and recycling services without competition from other solid waste and recycling service providers. TDS is authorized to charge the rates for solid waste and recycling collection services in accordance with the rates for services listed on Attachment "A" of the Exhibit "A" which is attached hereto and incorporated herein for all purposes. Such rates may be amended from time to time in accordance with the Agreement. The City will incur significant and material costs and expenses in regulating, administering and carrying out actions necessary to give effect to this Franchise and thus, TDS shall, commencing on the Effective Date and continuing through the term of this Franchise, pay to the City ten percent (10%) of TDS's Gross Revenues, excluding taxes, collected from any and all Residential and Commercial Customers and accounts that contract for such services within the corporate limits of the City as a Franchise Fee.

5.2. TDS is responsible for establishing service, billing, and collection of all Residential and Commercial accounts. TDS shall bill Residential Customers on the first of the month (in advance) of each quarter. TDS shall bill Commercial Customers on the first of each month (in advance) of each month. Payment of the ten percent (10%) Franchise Fee (excluding taxes) will be made to the City quarterly in accordance with the Agreement. A listing of Residential Customers and Commercial Customers, to include the Customer's, address, frequency of pickup, size of container or type of service and charges for same, shall accompany the Franchise Fee payment. The City shall have the right upon reasonable notice to TDS to request and inspect TDS's records to verify proper payment of Franchise Fees. The Franchise Fee shall be delivered to the City Secretary, or successor in function, together with a statement indicating the derivation and calculation of such payment. The statement shall be presented in the form of generally accepted accounting procedures. At all times, TDS

shall cause accurate books and records of account to be maintained as are necessary to permit the verification of the amount of such Franchise Fee. TDS shall file such reports as are required by the Agreement with the City Secretary. If there is a change in law by any governing body having jurisdiction over solid waste and recycling collection and/or disposal that impacts the cost of solid waste and recycling disposal, either in a positive or negative manner, this adjustment may be passed on to the Customer, subject to prior approval by the City Council. TDS may propose increases in the rates of service in accordance with the procedures set forth Exhibit "A". Rates of service may not be increased without prior approval of City Council.

SECTION 6. ACCEPTANCE OF FRANCHISE BY TDS.

6.1. This Franchise shall not become effective unless accepted by TDS within thirty (30) days from the date of final adoption of this Ordinance, by filing with the City Secretary a properly executed copy of the Agreement attached hereto as Exhibit A. When accepted by TDS, this Franchise shall be a duly executed Agreement by and between the City and TDS. In no instance shall this Ordinance become effective until the Agreement has been fully executed.

SECTION 7. ENFORCEMENT

7.1 The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person, business, or entity that collects and or disposes of solid waste and recycling for a fee, payment, or other economic benefit or that performs solid waste and recycling services that TDS is exclusively granted the right to perform pursuant to the Agreement for a fee, payment or other economic benefit is in violation of this Ordinance and is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Ordinance is hereby declared to be a nuisance. Provided however, that any person or entity that operates a lawfully registered transfer station, or any person or entity that contracts for the collection or disposal of hazardous waste, hazardous substances or materials, or any person or entity that collects and disposes of solid waste and recycling or material for which TDS does not have the franchise to collect and if such solid waste and recycling service is not covered by the Agreement attached hereto as Exhibit "A," the provision of such services shall not constitute a violation of this Ordinance. Provided further, any Residential or Commercial Customer that does not choose to contract with TDS for solid waste and recycling collection and disposal services shall not be deemed to be in violation of this Ordinance. Although Residential and Commercial Customers are not required to contract with TDS for collection and disposal services, Residential and Commercial Customers are prohibited from contracting with any other person, business or entity that performs or attempts to perform services covered by the Agreement.

7.2 Any person or entity violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding \$2,000.00. Each day that a provision of this

Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.

7.3 Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance, with each day constituting a separate occurrence, and to seek remedies as allowed by law, including, but not limited to the following:

7.3.1. Injunctive relief to prevent specific conduct that violates the Ordinance or to require specific conduct that is necessary for compliance with the Ordinance; and

7.3.2 a civil penalty up to \$1,000.00 a day when it is shown that the defendant was actually notified of the provisions of the Ordinance and after receiving notice of acts committed in violation of the Ordinance or failed to take action necessary for compliance with the Ordinance; and

7.3.3. other available relief.

SECTION 8. ANNEXATION

The scope of this Franchise shall automatically expand upon annexation of territory by the City.

SECTION 9. SEVERABILITY

If any section, paragraph, subdivision, clause, part or provision hereof shall be adjudged invalid, illegal or unconstitutional, the same shall not affect the validity hereof as a whole or any part or provision other than the part or parts held invalid or unconstitutional.

SECTION 10. CAPTIONS AND HEADINGS

The use of captions or headings for the various sections of this Franchise are for convenience of parties only and do not reflect the intent of the parties. The rule of interpretation to resolve ambiguities in a contract against the party drafting such contract shall not apply to this Franchise.

SECTION 11. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, as required by the Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 12. PUBLICATION

The full caption of this Ordinance shall be published one (1) time in a weekly newspaper published within or in general circulation within the City and the expense of such publication shall be borne by the City. This Ordinance shall take effect only upon its acceptance by TDS within the time and manner herein above provided and publication, as may be required by governing law. In the event this Franchise is not accepted by TDS, this Ordinance shall expire and be and become null and void at midnight on the thirtieth (30th) day after date hereof.

SECTION 13. ENDORSEMENTS AND RECORDS.

The City Secretary is hereby authorized and directed to make appropriate endorsements, for the public records and convenience of the citizens over her official hand and the seal of the City and on the form provided at the conclusion of this Franchise, of the date upon which this Ordinance is finally passed and adopted by the City Council; the date upon which the caption or notice of this Ordinance is published in the local newspaper, the date upon which this Ordinance shall expire if not first accepted by TDS and, if TDS shall accept this Franchise, the date of such acceptance by TDS.

SECTION 14. ENTIRE AGREEMENT; AMENDMENTS.

This Franchise and the attached Agreement contain the entire agreement between the parties with respect to the subject matter herein and all prior negotiations and agreements are merged herein and hereby superseded. This Franchise may not be amended or revised except upon agreement of both parties, which agreement shall be in writing and approved by the City Council.

SECTION 15. NO WAIVER

15.1. The failure of the City or TDS, upon one or more occasions, to exercise a right or to require compliance or performance under this Franchise or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

15.2. Waiver of a particular breach of this Franchise shall not be construed as a waiver of any other breach. No provision of this Franchise shall operate as a waiver by the City or TDS of any right guaranteed by the federal or state constitutions or other applicable law.

SECTION 16. ASSIGNMENT; TRANSFER; SALE OR CONVEYANCE BY COMPANY.

16.1. TDS shall not assign or transfer this Franchise or any of its rights and privileges granted hereunder to any person, without the prior written consent of the City expressed by Ordinance.

16.2. Subject to the provisions in Section 16.1, this Franchise shall be binding upon and inure to the benefit of the City and TDS and their respective successors and permitted assigns, and nothing express or mentioned in this Franchise is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Franchise or any provisions of this Franchise, and conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of such persons and for the benefit of no other person.

SECTION 17. NOTICES

17.1. Any notice, request, instruction or other document deemed by any party hereunder to be necessary or desirable to be given to any other party shall be deemed delivered three (3) days after deposit in the U.S. mail if such written notification is sent by registered mail or certified mail, postage prepaid, with return receipt requested, correctly addressed as follows:

If to City:	Mayor, City of Wimberley P.O. Box 2027 Wimberley, Texas 78676
If to TDS:	Ray Bryant 12200 Carl Road Creedmor, Texas 78610-2184

or to the last address for notice, which the sending party has for the receiving party at the time of mailing. Either party may change its address for notice designating the new address in a written notice served upon the other party in the manner provided herein. Notices or other information delivered in any other manner will be deemed delivered if and when actually received.

SECTION 18. FORCE MAJEURE.

Each party shall be excused for failures and delays in performance of its respective obligations under this Franchise due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other

party, provided that failure to give such notice shall not in any way limit the operation of this provision.

SECTION 19. FINDINGS

All of the Whereas clauses are hereby found to be true and correct legislative and factual findings of the City of Wimberley and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

PASSED AND APPROVED ON FIRST READING on this the 22nd day of January, 2014 by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Wimberley, Texas.

PASSED AND FINALLY APPROVED ON SECOND READING on this the 6th day of February, 2014 by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY, TEXAS

Bob Flocke

Bob Flocke, Mayor
City of Wimberley, Texas

ATTEST:

Cara McPartland
Cara McPartland, City Secretary
City of Wimberley, Texas



[SEAL]

APPROVED AS TO FORM:
Catherine B. Fryer
Catherine B. Fryer, City Attorney

The caption of the foregoing Ordinance was published in the newspaper on the 13th day of February, 2014.

Cara McPartland
Cara McPartland, City Secretary

Texas Disposal Systems, Inc. accepted the foregoing Franchise by written Agreement filed on the 7th day of February, 2014.

Cara McPartland
Cara McPartland, City Secretary

**Contract for Solid Waste
And Recycling
Collection and Disposal
Services for the
City of Wimberley**

CITY OF WIMBERLEY
P.O. BOX 2027
WIMBERLEY, TEXAS 78676

Exhibit A

THE CITY OF WIMBERLEY

SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HAYS §

This Solid Waste and Recycling Collection and Disposal Services Agreement (“Agreement”) effective the 11th day of February, 2014, is between the City of Wimberley, Texas (the “City”), a general law municipality located in Hays County, Texas, and Texas Disposal Systems, Inc. (the “Service Provider”), a Solid Waste Management Company, and is as follows:

I. PURPOSE OF AGREEMENT

This Agreement states the terms and conditions under which the Service Provider will provide solid waste collection and Disposal services (and recycling) to all participating Residential and Commercial Customers within the corporate boundaries of the City.

II. DEFINITIONS

Agreement Documents. Service Providers Service Plan, Communication Plan, this Agreement Document and any attachment, addenda or changes to the foregoing documents agreed to by the City and the Service Provider.

Bag. Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed thirty-five (35) lbs.

Bulky Waste. Waste that includes, but not limited to, sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.

Bulky Waste Services. Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

Bundle. Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length or forty (40) pounds in weight.

Cart. A receptacle, equipped with wheels and a bar, with a capacity of approximately ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm or semi-automated truck tipper, purchased with a minimum ten (10) year manufacturer's warranty.

City. The City of Wimberley, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.

City Administrator. The City Administrator or a person authorized to act for the City Administrator.

City Council. The governing body of the City.

City Event. An event designated by the City Staff to receive City Services. The City Staff has the sole authority to add or eliminate City Events.

City Facility. A City owned or operated facility. The City Staff has the sole authority to add or eliminate City Facilities to receive City Services.

City Services. Solid Waste Services and Recycling Services for City Events and City Facilities, Recycling Services from Community Recycling Units.

Collect or Collection. The act of removing Solid Waste for transport to a Disposal Site, removing Recyclable Materials for transport to a Recycling Facility, removing Yard Trimmings for transport to a Yard Trimmings facility, and removing Bulky Waste for transport to a Disposal Site or Recycling Facility.

City Recycling Center. A site, designated by City Staff, for drop-off of Program Recyclable Materials.

Commercial Unit. An improved property, located in the City, other than a Residential Unit.

Commercial Services. Solid Waste Services and Recycling Services for Commercial Service Units.

Compactor. A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

Construction or Demolition Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as "Waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, Cartons, gypsum board, wood, excelsior, rubber, and plastics."

Curbside. The location within five (5) feet of the curb of the street abutting such property that provides primary access to the Service Unit as designated by the City Staff unless such placement interferes with or endangers movement of vehicles and pedestrians.

Customer(s). An occupant of a Residential Unit or a Commercial Unit covered by this Agreement, within the City limits of the City of Wimberley.

Dead Animal. Animal or part of an animal equal to or greater than ten (10) pounds in weight that has expired from any cause except those slaughtered or killed for human use.

Disposal. In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or Hazardous Waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater.”

Disposal Site or Facility. A refuse depository licensed and permitted by the State of Texas selected for use by the Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush construction debris, dead animals and commercial and institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.

Dumpster. An ANSI-approved receptacle, with a capacity of approximately two (2) cubic yards up to approximately eight (8) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.

Dwelling Unit. Any group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

Excluded Waste. Hazardous Waste, Special Waste, and Construction or Demolition Waste.

Garbage. In accordance with 30 Texas Administrative Code § 330.3, defined as “Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.”

Generator. Any person or entity that produces Solid Waste and/or Recyclable Materials.

Handicapped Residential Unit. A Residential Unit solely occupied by one or more Residential Customers reside who because of temporary or permanent condition are unable to transport Refuse from their residence to the curb for pickup.

Hazardous Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any Solid Waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended.”

Heavy Trash. Refuse that is of such size and weight that it cannot be placed in a ninety-six (96) gallon container, and cannot exceed overall weight of eighty (80) pounds. .

May or Should. Not mandatory but permissible.

Mulching. Grinding of Yard Trimmings for use as mulch.

Neighborhood. An area that has been zoned by the City for residential purposes.

Processing. The Recycling of Program Recyclable Material into Recovered Materials and the composting or Mulching of Yard Trimmings.

Producer. An occupant of a Residential Unit or Commercial Unit who generates Refuse.

Program Recyclable Materials. Means the following:

Loose materials such as beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; any #1 through #7 rigid plastic bottle, container, jug, or jar; beverage containers, steel “tin” food cans, bi-metal containers, lids composed primarily of whole iron or steel and other recyclable material of a similar nature; and/or any glass bottle, container, bottle, container, jug, or jar.

Recovered Materials. Metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly Recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent Processing or separation from each other, but does not include materials destined for any use that constitutes Disposal. Recovered materials as described above are not Solid Waste.

Recyclable Materials. In accordance with 30 Texas Administrative Code § 330.3, defined as “A material that has been recovered or diverted from the Non-Hazardous Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of

which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not Solid Waste. However, recyclable material may become Solid Waste at such time, if any, it is abandoned or disposed of rather than Recycled, whereupon it will be Solid Waste with respect only to the party actually abandoning or disposing of the material.”

Recycling or Recycle. In accordance with 30 Texas Administrative Code § 330.3, defined as “A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal Solid Waste composting, that is, composting of the typical mixed Solid Waste stream generated by Residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.”

Recycling Cart. A Cart exclusively utilized for Recycling Services.

Recycling Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for Recycling of Recyclable Materials. A Recycling Facility may be publicly or privately owned and may consist of several Disposal operational units.

Recycling Services. Collection of Recyclable Materials and Disposal of Recyclable Materials at a Recycling Facility for Processing.

Refuse. This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by residential, commercial or industrial units, unless the context otherwise requires.

Resident. A person whom resides at a Residential Unit.

Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the City Staff to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Commercial Service Unit.

Residential Services. Solid Waste Services, Bulky Waste Services, Yard Trimmings Services, and Recycling Services for Residential Units.

Roll-off Container. A receptacle, with a capacity of approximately ten (10) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

Roll-off Compactor. A Roll-off with a Compactor.

Rubbish. In accordance with 30 Texas Administrative Code § 330.3, defined as “Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

School District. The Wimberley Independent School District.

Service Provider. The person, corporation, partnership or subcontractor performing Refuse Collection and Disposal services under this Agreement.

Shall or Must. Mandatory and not merely directory or optional.

Single Stream. System in which all Program Recyclable Materials are loose, commingled and that do not require the Generator to separate prior to Collection.

Solid Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

(A) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;

(B) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or

(C) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids Processing plants, pressure maintenance plants, or repressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the

Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*).

Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.

Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

Special Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes are:

(A) Hazardous Waste from conditionally exempt small-quantity Generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to Household Materials Which Could Be Classified as Hazardous Wastes);

(B) Class 1 industrial Non-Hazardous Waste;

(C) Untreated medical waste;

(D) Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;

(E) Septic tank pumpings;

(F) Grease and grit trap wastes;

(G) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f);

(H) Slaughterhouse wastes;

(I) Dead animals;

(J) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;

(K) Pesticide (insecticide, herbicide, fungicide, or rodenticide)

(L) Discarded materials containing asbestos;

(M) Incinerator ash;

(N) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of this title (relating to Appendices);

(O) Used oil;

(P) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a Solid Waste management facility authorized under this chapter;

(Q) Waste generated outside the boundaries of Texas that contains:

(i) any industrial waste;

(ii) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or

(iii) any item listed as a Special Waste in this paragraph;

(R) Lead acid storage batteries; and

(S) Used-oil filters from internal combustion engines.

Unit. Residential and Commercial Units that qualify for services requested in this Agreement.

Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of any Contract resulting from RFP No. 13-001 and the carrying out of all duties and obligations imposed by any Contract resulting from RFP No. 13-001 on the Contractor.

Yard Trimmings or Yard Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.”

III. SERVICES TO BE PERFORMED

The services to be provided under this Agreement shall consist of the list of services herein for all purposes, including all the supervision, materials, equipment, labor and all other items necessary to complete said services in accordance with the Agreement.

A. Residential Solid Waste Collection and Disposal

1. The Service Provider shall provide Solid Waste Collection and Disposal for all participating Residential Units within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that the Service Provider can provide services under this Agreement through a subcontractor. The Service Provider shall provide each Residential Unit with an approximate ninety-six (96) gallon Cart, at no cost to the Customer, and shall replace lost or damaged Carts in the same manner. The Service Provider shall provide additional Carts to Residential Unit, at the request of the Customer, for an additional charge as described on Attachment A. Carts for new accounts or replacement charts shall be delivered to the Residential Unit for their use within five (5) business days from the date of request given by the Customer. If the Service Provider experiences recurring problems, damage, destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may require a security deposit from the Residential Units utilizing such containers not to exceed \$100. The Service Provider shall maintain a Cart and bin inventory sufficient to provide Residential Units with a replacement Cart within five (5) business days from the date requested by the Customer.

2. Residential Solid Waste Collection and Disposal service will be provided to each Customer at least once per week, on the same day each week, except in the case of holidays. Collection services will occur only between the hours of 7:00 a.m. and 7:00 p.m. on each Collection day. If a regular Collection day falls on a designated holiday, the Service Provider must provide Collection service within the same week. In the case of severe weather, pickup shall be delayed no longer than required to ensure the safety of personnel and equipment, and the Service Provider shall notify the City Administrator or his designee immediately upon determining the need for delay.

3. All waste must be placed at the Curbside on the day of Collection by 7:00 a.m. With the exception of Bulky Waste, waste must be containerized in a Cart, Bags or Bundle. Waste left for collection shall not exceed the Cart plus two (2) bags and/or bundles. The weight of each Cart and its contents may not exceed eighty (80) pounds. The weight of each Bag and its contents shall not exceed forty (40) pounds. The Service Provider shall collect tree limbs and shrubs cut to four foot (4') lengths, no more than four inches (4") in diameter, and tied in Bundles, weighing no more than forty (40) pounds. Carts, Bundles and Bags shall be placed curbside on the street at an access point for the Collection vehicle. The Service Provider may decline to collect any Cart, Bundle or Bag not so placed. The Service Provider shall replace the empty Cart in an upright position, in accordance with the performance standards set forth in this Agreement. Any trash dropped or blown from the Cart, Bag or Bundle while being emptied by Service Provider shall be picked up by the Service Provider.

4. Handicapped Residential Units. The Service Provider agrees to assist Handicapped Residential Customers with house-side Collection of their Cart, at no additional cost to the Customer, provided that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

5. The Service Provider agrees to pick up Bulky Waste once a month, on the first regular residential Solid Waste Collection day of each month, with a maximum three (3) cubic yards per pick up. Bulky Waste shall be placed curbside on the street at an access point for the Collection vehicle. The Service Provider may provide additional Bulky Waste Collections, at the request of the Residential Unit for an additional charge as described in Attachment A. The Service Provider is not required to collect refrigerators, air conditioners, freezers or any item containing CFC's, unless those items are tagged by a license refrigeration technician certifying that the Freon has been properly removed.

6. The Service Provider is not required to collect any hazardous items. The Service Provider shall not collect Construction or Demolition Debris generated from the household. If this material is generated, the Customer will be responsible for making arrangements for Collection.

7. If the Service Provider refuses, or is unable, to collect waste from a Residential Unit, the Residential Unit shall be notified in writing of the specific reasons that service was refused.

B. Residential Recycling Collection and Disposal

1. The Service Provider shall provide Single Stream Recycling Collection and Disposal for all participating Residential Units within the corporate boundaries of the City in accordance with the terms of this Agreement. All Recycling Services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that the Service Provider can provide services under this Agreement through a subcontractor. The Service Provider shall provide each Residential Unit with an approximate ninety-six (96) gallon Cart, at no cost to the Customer, and shall replace lost or damaged Carts in the same manner. The Service Provider may provide additional Carts to a Residential Unit, at the request of the Customer for an additional charge as described on Attachment A. Carts for new accounts or replacement Carts shall be delivered to the Residential Unit for their use within five business (5) days from the date of request given by the Customer. If the Service Provider experiences recurring problems, damage, destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may require a security deposit, in an amount not to exceed \$100, from the Customer utilizing such containers. The Service Provider shall maintain a Cart inventory sufficient to provide Residential Units with a replacement Cart within five (5) business days from the date requested by the Customer.

2. Residential Single Stream Recycling Collection and Disposal service shall be provided to each participating Residential Unit at least once every two (2) weeks, on the same day each week, except in the case of holidays. Collection services will occur only between the hours of 7:00 a.m. and 7:00 p.m. on each Collection day. If a regular Collection day falls on a designated holiday, the Service Provider must provide Collection service within the same week. In the case of severe weather, pickup shall be delayed no longer than required to insure the safety

of personnel and equipment, and the Service Provider shall notify the City Administrator or his designee immediately upon determining the need for delay.

3. The Service Provider shall, at a minimum, collect the following loose Recyclable Materials: beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; any #1 through #7 rigid plastic bottle, container, jug, or jar; beverage containers, steel "tin" food cans, bi-metal containers, lids composed primarily of whole iron or steel and other recyclable material of a similar nature; and/or any glass bottle, container, bottle, container, jug, or jar.

4. All Recyclable Materials must be placed at the Curbside on the day of Collection by 7:00 a.m. The Recyclable Materials must be containerized in a Cart. The weight of each Cart and its contents may not exceed eighty (80) pounds. Carts shall be placed curbside on the street at an access point for the Collection vehicle. The Service Provider may decline to collect any Cart not so placed. The Service Provider shall replace the empty Cart in an upright position, in accordance with the performance standards set forth in this Agreement. Any materials dropped or blown from the Cart while being emptied by the Service Provider shall be picked up by the Service Provider.

5. Handicapped Residential Units. The Service Provider agrees to assist Handicapped Residential Customers with house-side Collection of their Cart, at no additional cost to the Customer, provided that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

C. Commercial Solid Waste Collection and Disposal

1. The Service Provider shall provide Solid Waste Collection and Disposal services for all participating Commercial Units within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that Service Provider may perform the services described in the section by a subcontractor. The Service Provider shall provide each Commercial Unit with a container ranging in size from an approximate 96-gallon Cart to Dumpsters that range from two (2) cubic yards to eight (8) cubic yards depending upon the needs of the Commercial Unit.

2. The Service Provider shall provide Solid Waste Collection services and Disposal services to Commercial Units at least once every other week, or more often, if requested by the Commercial Unit. Collection service for Commercial Units may be conducted at times to be determined by mutual agreement of the Service Provider and the Commercial Unit. No

commercial Solid Waste Collection shall occur prior to 7:00 a.m., if the Commercial Unit is in or directly adjacent to a neighborhood. If a regular Collection day falls on a designated holiday, the Service Provider must provide Collection service within the same week. In the case of severe weather, pickup shall be delayed no longer than required to ensure the safety of personnel and equipment, and the Service Provider shall notify the City Administrator or his designee of the City immediately upon determining the need for delay.

3. The Service Provider shall provide Commercial Units with a list of Garbage or trash acceptable for pickup and Disposal. Service Provider is not required to collect any hazardous items or items that are not included in Service Provider's list. Service Provider is not responsible for collecting any items that are not placed within the Customer's container. Any waste dropped or blown from the container while being emptied by Service Provider shall be picked up by Service Provider.

4. If the Service Provider refuses, or is unable, to collect waste from a Commercial Unit, the Commercial Unit shall be notified of the specific reasons that service was refused.

D. Commercial Recycling Collection and Disposal

1. The Service Provider shall provide Single Stream Recycling Collection and Disposal for all participating Commercial Units within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that Service Provider may perform the services described in the section by a subcontractor. The Service Provider shall provide each Commercial Unit with an approximate ninety-six (96) gallon Cart to Dumpsters that range from two (2) cubic yards to eight (8) cubic yards depending upon the needs of the Commercial Unit.

2. The Service Provider shall, at a minimum, collect the following loose Recyclable Materials: beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; any #1 through #7 rigid plastic bottle, container, jug, or jar; beverage containers, steel "tin" food cans, bi-metal containers, lids composed primarily of whole iron or steel and other recyclable material of a similar nature; and/or any glass bottle, container, bottle, container, jug, or jar.

3. The Service Provider shall provide Single Stream Recycling services and Disposal services to Commercial Units once a week or every other week, as requested by the Commercial Unit. Collection service for Commercial Units may be conducted at times to be determined by mutual agreement of the Service Provider and the Commercial Unit. No Commercial Recycling Collection shall occur prior to 7:00 a.m., if the Commercial Unit is in or

directly adjacent to a neighborhood. If a regular Collection day falls on a designated holiday, the Service Provider must provide Collection service within the same week. In the case of severe weather, pickup shall be delayed no longer than required to ensure the safety of personnel and equipment, and the Service Provider shall notify the City Administrator or his designee immediately upon determining the need for delay.

4. The Service Provider shall provide Commercial Units with a list of Recyclable Material acceptable for pickup and Disposal. Service Provider is not required to collect any hazardous items or items that are not included in Service Provider's list. Service Provider is not responsible for collecting any items that are not placed within the Commercial Customer's container. Any material dropped or blown from the container while being emptied by Service Provider shall be picked up by Service Provider.

5. If the Service Provider refuses, or is unable, to collect materials from a Commercial Unit, the Commercial Unit shall be notified of the specific reasons that service was refused.

E. Commercial Roll-off Container and Compactor Service

Service Provider shall provide Roll-off Containers and Compactors for commercial Solid Waste Collection and Disposal within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that Service Provider may perform the services described in the section by a subcontractor. The Service Provider shall provide Roll-off Containers, ranging in size from twenty (20) cubic yards to forty (40) cubic yards, and trash Compactors, ranging in size from twenty (20) cubic yards to forty-two (42) cubic yards, to meet the needs of Commercial Units. The fees for commercial Roll-off Container and Compactor service are described in Attachment A.

F. General Services

1. Service Provider shall provide equipment and manpower for two (2) City-wide clean-up events per year. For each clean-up, the Service Provider shall provide one (1) manned, rear load trash truck and one (1) forty (40) yard Dumpster, at no cost to the City. The Service Provider may provide additional equipment and manpower, at the request of the City for an additional charge as described on Attachment A. The City shall notify the Service Provider in October of each year of the scheduled dates for the clean-up events.

2. The Service Provider shall provide all City Facilities Solid Waste Collection and Disposal service, at least once per week, and Single Stream Recycling Collection and Disposal service, once every two (2) weeks and additional Collections, as requested, at no cost to the City. City Facilities shall include, but not be limited to, City Hall (221 Stillwater), Wimberley Community Center (14068 Ranch Road 12), Cypress Creek Nature Trail (Old Kyle Road), Ranch Road 12 Rest Area, and Blue Hole Regional Park (100 Blue Hole Lane). Requests for new or additional services must be made in writing.

3. The Service Provider shall provide Solid Waste and Single Stream Recycling Collection and Disposal Service for two (2) City Events per year, as designated by the City at no cost. The City shall notify the Service Provider in writing of the events to receive such services in October of each year.

4. The Service Provider shall provide Solid Waste Collection and Disposal services which may be required due to damage or destruction from flood, hurricane, tornado or other similar disasters. This service shall be billed at an additional fee.

5. The Service Provider will schedule, publicize and conduct Recycling education programs at least annually to inform and educate City residents about their Recycling program and will present at least one program to each school in the City during each school year, subject to the approval by the WISD administration and at a time convenient to them.

6. The Service Provider will provide at least one (1) public service announcement per year in Customer billing statements and in at least one newspaper publication per year to encourage Recycling.

7. The Service Provider will be responsible for marketing the Recyclable Materials. The Service Provider may discontinue the Collection of Recyclable Materials only with the approval of the City Council.

V. AGREEMENT ADMINISTRATION

A. Notice of Termination of Service. The Service Provider shall discontinue collection services for any customer as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor will resume collection on the next regularly scheduled collection day. Should the Customer be direct billed by the Service Provider, the Service Provider will set forth the amount of payment to be collected in accordance with the Service Provider's non-payment policy.

B. Agreement Administration. All Work performed by the Service Provider under this Agreement shall be subject to monitoring and verification by the City Administrator or his designee. The City is entitled to inspect the records of Service Provider related to the service provided hereunder at Service Provider's place of business and at any reasonable time and upon reasonable notice to Service Provider.

C. Vehicle and Property Condition. The Service Provider will keep all vehicles and other property utilized in the performance of its duties under this Agreement in a safe and proper operating condition, and vehicles which are leaking oil, hydraulic fluid or other substances, or which present an unhygienic appearance, or which are in an unsafe condition are not permitted. All Vehicles must be clearly identified with Service Provider's identity on each side of the vehicle. The Service Provider will take all steps necessary to ensure that areas within a five (5) foot radius of the Carts where Refuse is picked up and removed are left in a neat and litter-free condition, and no loose trash may be left in those locations. All Collection vehicles must be properly and adequately covered, and no Refuse may be permitted to blow out of the vehicles.

D. Safety. All of the Service Provider's drivers must be duly licensed to operate the types of vehicles assigned to them, be competent to perform the services required for the job assigned to them, have safe driving records, and must be free from the effects of alcohol and drugs, and capable of operating the vehicles and equipment in a safe manner, at all times during their performance of services under this Agreement. All such drivers must comply with all applicable Federal, State and local laws, and observe all traffic and safety laws, including speed limit and traffic control signs.

E. Appearance. All persons performing Collection services shall at all times wear clean uniforms bearing the company name of Service Provider, and have some means of identification such as a name tag or identification card. Each driver shall carry a valid Texas operator's license for the type of vehicle he is operating. The Service Provider, employees, officers, or agents or anyone acting or claiming to act on behalf of the Service Provider shall not at any time identify themselves as officers or agents of the City.

F. Performance Standards. The Service Provider (and its drivers, employees and agents) shall adhere to the following performance standards:

1. Carts shall be replaced upright within five (5) feet of Customer's placement without obstructing traffic or damaging landscaping.
2. Collection areas shall be free of litter and debris larger than three (3) inches within five(5) foot radius of the Carts.
3. The Service Provider shall not leave loose material, which during Collection may fall in the streets or property of Customers, and will collect any loose material that is generated during the Collection operations.
4. The Service Provider shall maintain a consistent route schedule and comply with provisions related to hours of service.
5. Collection schedules shall be consistently performed as to morning or afternoon Collection times.
6. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies.
7. The Service Provider will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
8. The Service Provider shall propose and implement measures to prevent spillage with the mode of Collection (automated/semi-automated) used by the Service Provider and Service Provider shall pick up any spillage.
9. Collection equipment shall be maintained as to prevent odors. The Service Provider shall routinely clean Collection equipment, so as to maintain a standard of cleanliness.
10. The Service Provider shall comply with the Customer complaint resolution provisions of this Agreement.
11. Service Provider will not provide Collection service one-half (1/2) hour prior to or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses;

Acceptable methods of measuring performance standards shall include: monthly Customer satisfaction survey calls made to fifty (50) randomly selected Customers by Service Provider, service monitoring, employee interviews, and reviews of video tape recordings of service delivery, Customer communication records, or operational records related to the fulfillment of this Agreement, to be conducted at Service Provider's business office during normal business hours.

G. Customer Relations/Customer Complaints. The Service Provider shall manage Customer complaints, including incoming phone calls, and emails, addressing concerns, and resolving issues. All Customer complaints about services shall be routed directly to the Service Provider and shall be given prompt and courteous attention. The Service Provider shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report quarterly to City. In the case of alleged missed Collections, the Service Provider shall make every effort to collect the material on the same day, but it must be collected within twenty-four (24) hours after the complaint is received.

Any complaint from a Customer that is not resolved to the Customer's satisfaction may be managed by the City. The City Administrator or his designee shall contact the Service Provider to review the complaint. The Service Provider shall have five (5) business days from the date the City contacted them to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in this Agreement. If the Service Provider cannot demonstrate that it met the performance standards outlined in this Contract within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to impose an administrative penalty on Service Provider. The Service Provider may appeal a penalty assessment to the City Council in writing within five (5) business days of the date of the decision of the City staff. The City Council's decision shall be final.

The Service Provider shall monitor and log all Customer complaints received and provide the City with a quarterly summary of the complaints and actions taken by the Service Provider in response to each complaint.

H. Customer Service Office. The Service Provider shall, at its own expense, provide and staff an office facility, to receive Customer calls and provide face-to-face service.

The Service Provider shall, at its own expense, maintain a phone line to receive City Customer complaints or comments from 8 a.m. until 5 p.m., local times, Monday through Friday.

Also, the Service Provider shall, at its own expense, maintain a dedicated internet email address to receive complaints or comments from City Customers.

I. Reports and Meeting Attendance. The Service Provider must submit written reports on a form to be developed and agreed to between Service Provider and the City. The Service Provider shall submit written quarterly reports to the City which contains the number of residential and commercial accounts, the frequency of pick-up, the number and size of containers and the amount charged for each, the amount of Recycled materials collected and information regarding any special Collections which occurred during the quarter. The quarterly franchise payment shall accompany the report. The Service Provider will send a representative to City Council meetings or public forums upon request.

J. Notification. The Service Provider shall notify all Residential Units and Commercial Units about complaint procedures, rates, regulations and day(s) for scheduled Refuse Collection.

K. Routes of Collection. Residential Unit and Commercial Unit collection routes shall be established by the Service Provider. Service Provider shall submit a map designating the Residential and Commercial Unit collection areas to the City for their approval, which approval shall not be unreasonably withheld. The Service Provider may, from time to time, with approval of the City, propose changes in areas or days of collection affecting Residential or Commercial Units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Service Provider shall promptly give notice to affected Residential and Commercial Units.

L. Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The Service Provider may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday. Should Service Provider observe a holiday, Service Provider will provide Collection service to Customers within the same week of their normal Collection day including Saturday if necessary. The Service Provider shall notify Customers in advance of the alternate collection days that are required due to holidays.

M. Point of Contact. All dealings, contacts, etc., between the Service Provider and the City shall be by the City Administrator or his designee. Customers shall deal directly with the Service Provider regarding establishing service, billing, and collection of Refuse, and problems/concerns associated with same.

N. Refusal to Serve and Termination. The Customer shall be notified immediately in writing by Service Provider of any refusal of service or of any inability to serve. Said notice shall inform the Customer of the reason for refusal of service, or of the inability to serve, and if termination of service is to occur. The notice shall state the reasons for termination and shall specify the date service will be terminated.

O. Commencement of Service. Service Provider shall commence Residential and Commercial Service no later than February 7, 2014. Provided, however, if Residential or Commercial Customers request such service prior to February 7, 2014 and Service Provider agrees to commence such services, Service Provider may commence Residential and Commercial Service prior to February 7, 2014.

P. Recordkeeping and Reporting. Service Provider shall create, maintain, and provide to the City, when requested, the following records:

1. Documentation of Solid Waste and Bulky Waste tonnage delivered to Disposal facility.
2. Documentation of Recyclable Materials tonnage delivered to recyclable Processing facility.
3. Documentation of commercial collection activity by of container size and frequency of pick up.
4. Documentation identifying unaccepted loads by date collected, route, and facility.
5. Documentation of complaints, on a daily basis, including the address, time and date for each and the reason, and resolution.
6. An operational report reflecting the number of container or cart deliveries, terms and swaps, and any additional service requests outside the normal scheduled service routes.
7. Such other documents and reports, as the City may reasonably require, to verify compliance with any Contract or to meet the City's reporting requirements.
8. Other recordkeeping and reporting requirements as agreed upon by City and the Service Provider.

The above-mentioned records shall be retained by the Service Provider and available, upon request by the City, to the City for a period of five (5) years after the term has ended.

VI. COMPENSATION

The Service Provider shall pay a license, permit and franchise fee to the City during the term of this Agreement, equal to ten (10) percent of Service Provider's gross receipts ("Franchise Fee"), from any and all participating Residential and Commercial Customers within the City, excluding taxes and which fee may be adjusted from time to time by the City Council.

The Service Provider is responsible for establishing service, billing, and collection of Refuse accounts. The Service Provider shall bill Residential Units on the first of the month (in advance) of each quarter. The Service Provider shall bill Commercial Units on the first of each month (in advance) of each month. Payment of the Franchise Fee (excluding taxes) will be made to the City quarterly. Such payment shall be made to the City not later than the fifteenth (15th) day from

the last day of the quarter. A listing of Residential Units and Commercial Units, to include the Customer's address, frequency of pickup, size of container or type of service and charges for same, shall accompany the Franchise Fee Payment. The City shall have the right upon reasonable notice to the Service Provider to request and inspect Service Provider's records to verify proper payment of Franchise Fees.

The Service Provider shall bill and collect fees from all participating Residential and Commercial Units based on the rates described in Attachment A. Following the first year of the agreement, the Service Provider may submit to the City a written proposal for a rate increase encompassing all Services except Residential Services. Commercial Services. Such proposals shall be based upon *Increases in the Consumer Price Index-All Urban Consumers*, landfill fees charged to the Service Provider or cost increases associated with the laws, ordinances or regulations adopted by local, state or federal agencies. The City shall have the right to accept or reject any or all of the proposed increases.

Following the second year of the agreement, the Service Provider may submit to the City a written proposal for a rate increase encompassing all Services, including Residential Services. Such proposals shall be based upon *Increases in the Consumer Price Index-All Urban Consumers*, landfill fees charged to the Contractor or cost increases associated with the laws, ordinances or regulations adopted by local, state or federal agencies. The City shall have the right to accept or reject any or all of the proposed increases.

The Service Provider shall reduce the monthly service rate for Residential and Commercial Units by one-half (1/2) percent on October 1st of each year if the City's Recycling goal was met in the preceding year. The goal is to double the current Recycling tonnage from the prior year. The Service Provider shall maintain and report the annual Recycling tonnage collect each year to the City.

VII. COMPLIANCE WITH APPLICABLE LAWS

A. During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances that will enable the Service Provider to provide the services set forth herein.

B. Service Provider is not required to provide service under this Agreement unless Customer provides Service Provider with the right of ingress and egress from and upon the property of Residential and Commercial Customers for the purpose of providing the service contemplated in the Agreement.

C. The Service Provider must comply with all applicable Federal, State, County and City laws, ordinances and regulations in performing all services to be rendered under this Agreement. To the fullest extent permitted by law, and in addition to any other indemnification obligation set forth in the Agreement, the Service Provider will indemnify, defend, and hold harmless the City, its officers, agents and employees, from all claims, liability, costs, causes of action, and expenses, including reasonable attorneys fees, arising out of any actual or alleged failure of the

Service Provider, its employees, officers, subcontractors, and persons performing services under this Agreement on behalf of Service Provider or at its request, to comply with applicable laws, ordinances and regulations. This obligation shall survive termination of the Agreement as to events occurring prior to termination.

D. All Solid Waste collected under this Agreement must be collected, transported and disposed of in compliance with TCEQ regulations and any other applicable legal requirements. All costs of transportation and Disposal will be the responsibility of the Service Provider. The approved Disposal Site to be used by Service Provider shall be Texas Disposal System Landfill, at 12200 Carl Road, Creedmoor, Texas. Service Provider shall not dispose of Solid Waste at any other Disposal Site unless such approval is obtained from the City in writing prior to the Disposal of such Solid Waste.

VIII. LICENSES AND TAXES

The Service Provider must obtain and maintain all licenses, permits or registrations required by law for the conduct of all services provided in this Agreement and pay all taxes required by the City, County and the State.

IX. INSURANCE AND INDEMNITY

A. Insurance. The Service Provider must secure and maintain in effect insurance to protect the Service Provider, its subcontractors, employees, and the City from claims for bodily injuries, death or property damage that may arise out of or result from the Service Provider's performance or nonperformance of its duties under this Agreement, whether that performance or nonperformance is by Service Provider, by an subcontractor, or by anyone directly or indirectly employed by the Service Provider or any subcontractor. The following minimum levels of coverage are required:

- | | |
|--|-------------------------------|
| 1. Comprehensive/Commercial Liability: | |
| a. General Liability: | \$1,000,000.00 per occurrence |
| b. Property Damage: | \$1,000,000.00 per occurrence |
| c. Total Aggregate: | \$2,000,000.00 |
| 2. Automobile Liability: | \$2,000,000.00 |
| 3. Umbrella or Excess Liability: | \$5,000,000.00 |
| 4. Worker's Compensation: | As required by law |
| 5. Employer Liability: | \$1,000,000.00 |

Service Provider must provide proof of such insurance prior to the commencement of services hereunder. Liability for pollution shall not be excluded from the coverage.

Certificates of insurance confirming coverage and naming the City as an additional insured and waiver of subrogation must be provided to the City on or before the date of this Agreement, and renewal certificates must be provided to the City at least 30 days before the date of expiration of any required coverage. The Service Provider's failure to maintain any required insurance or to furnish any required certificate will be a default under this Agreement. All insurance certificates

must confirm that the insurance may not be terminated or materially changed without 30 days prior notice to the City.

B. Indemnity. To the fullest extent permitted by law, the Service Provider will and does hereby indemnify, defend, and hold the City and its officers, directors, agents and employees harmless from all claims, damages, losses, costs, causes of action, liability and expenses including, but not limited to, attorney's fee, arising out of or in any way connected with, the Service Provider's performance or failure to perform the Work required under this Agreement, including the acts and omissions of the Service Provider, its employees, officers, and any subcontractor, person or entity who provides goods or services in connection with this Agreement on behalf of Service Provider or at its request. This obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist. This indemnification requirement will not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Service Provider or any subcontractor under any workers compensation acts, disability benefit acts or other employee benefit acts. The Service Provider's obligation under this provision shall survive termination of the Agreement as to events occurring prior to termination.

X. TERM AND TERMINATION

A. The Agreement shall be for a term of five (5) years, beginning upon the Effective Date of this Agreement and ending five (5) years thereafter. The City reserves the option to renew the Agreement for up to three (3) additional separate five (5) year renewal terms. Written notice of the City's intent to renew this Agreement shall be provided not less than sixty (60) days prior to the expiration of the current term of the Agreement. Either party may terminate this Agreement by providing written notice to the other party of its intentions to terminate this Agreement, not less than sixty (60) days prior to the expiration of the current term of the Agreement. Written notices to renew or terminate the Agreement shall be served by certified or registered mail, return receipt requested.

B. Termination for Cause. Notwithstanding any other provisions set forth in this Agreement, the City may terminate this Agreement for cause together with any and all rights and privileges of the Service Provider under the Agreement subject to the procedures described in Paragraph C and D below. In the event the City terminates for cause, Service Provider shall be entitled to receipt of payment from Residential and Commercial Customers for all services rendered to the date of termination, less the amount payable to the City under the provisions of the Agreement. Service Provider shall not be entitled to any damages for early termination of this Agreement, including any claim for lost profits. Conditions giving rise to a termination for cause shall include, but shall not be limited to, the following:

1. Violation of any material provision of the Agreement or any material rule, order, regulation or determination of the Council made pursuant to the Agreement, including, but not limited to: failure to provide the services promised in Section III, failure to comply with the Agreement administration requirements in Section V, and/or failure to comply with the requirements in Sections VI, VII, VIII and IX;

2. Attempt to evade any material provision of the Agreement or practice any fraud or deceit upon the Residential Customers, Commercial Customers, or upon the City government;
3. Failure to resolve Customer complaints in a timely manner and/or failure to provide adequate customer service, including, but not limited to: unreasonable delays in pickup, failure to pick up trash dropped or blown from the container while being emptied by the Service Provider, failure to properly maintain vehicles and property owned or operated by the Service Provider, Disposal of Refuse at any location other than the approved Disposal Site without the prior written approval of the City;
4. Failure to adhere to the performance standards set forth in this Agreement.
5. Material misrepresentation of fact in the application for or negotiation of this Agreement.

C. Opportunity for Public Hearing prior to Termination. A termination for cause shall be declared only by a written decision of the City Council after an appropriate public proceeding before City Council, which affords the Service Provider an opportunity to be heard and to respond to any notice of grounds of termination. All notice requirements shall be met by providing written notice to the Service Provider at least fifteen (15) days before a public hearing concerning the proposed termination of this Agreement. Such notice shall state the grounds for termination alleged by the City. At the hearing, the City Council will advise the Service Provider of each deficiency and may place the Service Provider on notice that it has a thirty (30) day cure period to correct these issues in the future: provided, however, that the City Council may decline to provide a thirty (30) day cure period upon a finding that the severity of the deficiency (ies) warrants immediate termination. Examples of conditions that would merit immediate termination include, but are not limited to, fraud against the Customer or City as determined by the City Council and a judicial verdict finding of illegal dumping or violation at a felony level or higher.

D. City Council Options regarding Termination for Cause. The City Council after a public hearing, and upon finding the existence of grounds to terminate, may declare the Agreement terminated, excuse the grounds for termination upon a showing by the Service Provider of mitigating circumstances or good cause for the existence of such grounds, or take other appropriate action including, but not limited to, granting a period of time to cure the ground for termination.

E. Other Remedies. In addition to any right or remedy provided by the terms of this Agreement, in the event of a default by Service Provider under this Agreement, the City shall have the right, after 10 days written notice to the Service Provider, in addition to the right to terminate the Agreement for cause may (i) terminate the Service Provider's right to perform under this Agreement, without terminating this Agreement, (ii) perform any obligation of Service Provider and require that the City be reimbursed for all costs and expenses incurred by it within

30 days after demand by the City, and/or (iii) pursue any other remedy available to the City at law or equity, all such rights and remedies being cumulative and not exclusive.

F. Use of Carts and Containers after Termination. If this Agreement is terminated for cause, Service Provider shall leave all collection Carts and Containers in place at the Customer's address and allow the City to use the Carts and Containers for ninety (90) days, at no cost to the City, to allow the City time to obtain alternate service.

XI. MISCELLANEOUS

A. The Service Provider must provide adequate supervision to assure that all Work will be done in accordance with this Agreement and generally accepted Solid Waste Disposal practices.

B. All provisions of this Agreement shall be strictly complied with and conformed to by the Service Provider, and no amendment to this Agreement shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

C. This Agreement may not be assigned by either party without the prior, written approval of the other party. The use of any subcontractor will be subject to the prior, written approval of the City Council, which may be withheld for any reason. No more than fifty (50) percent of the value of this Agreement may be subcontracted.

D. Any notice required or permitted to be delivered hereunder must be in writing, and may be given by personal delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the address set forth below such party's signature (below) or at such other address as may hereafter be designated in accordance with this paragraph. Notice given to a party by certified mail as provided herein shall be deemed delivered, whether or not actually received, three (3) days after deposit in the mail. Notice given in any other manner shall be deemed delivered if and when actually received.

E. Neither Service Provider nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Service Provider.

F. This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.

G. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

H. Service Provider agrees that employees and applicants for employment shall not be discriminated against because of their race, color, religion, sex or national origin.

I. If any provision of this Agreement is illegal, invalid, or unenforceable, it is the intention of the parties hereto that the remainder of this Agreement will not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid and enforceable, be added to this Agreement.

J. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

Executed to be effective February 7, 2014.

CITY OF WIMBERLEY, TEXAS



By: Bob Floche

Name: Bob Floche

Title: Mayor

Address: 221 Stillwater, P.O. Box 2027
Wimberley, Texas 78676
Attn: Don Ferguson

ATTEST:

Cara McPartland
Cara McPartland, City Secretary

SERVICE PROVIDER

By: Texas Disposal Systems

Name: Ray Bryant

Title: Municipal Accounts Supervisor

Address: P.O. Box 17124
Austin, TX 78760

APPROVED AS TO FORM:

Catherine B. Fryer

Catherine B. Fryer
City Attorney

ATTACHMENT A

SERVICE PROVIDER FEES FOR COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLES

A. BASE RESIDENTIAL: Per unit cost per month with optional customer participation

Solid waste collection and disposal one time per week, (container provided by Service Provider; Maximum load per collection shall be one (1) plus two (2) bags and or bundles); Recyclables collected and processed once every two (2) weeks (container provided by Service Provider; Bulky waste collected once a month on the first regular solid waste collection day of the month; Maximum of three (3) cubic yards per pick up. The Base Residential rate stated below is guaranteed for first two (2) contract years.

\$22.75

B. BASE COMMERCIAL (With Optional Customer Participation)

1. Commercial Solid Waste Fees

Size	Weekly Collection Frequency				Extra Pick Ups
	Every Other Week	1	2	3	
96-Gallon	NA	\$31.00	NA	NA	\$23.00
2 Cubic Yard	NA	\$77.00	NA	NA	\$40.00
3 Cubic Yard	\$62.00	\$82.00	NA	NA	\$45.00
4 Cubic Yard	\$68.00	\$91.00	\$170.00	NA	\$45.00
6 Cubic Yard	\$78.00	\$104.00	\$199.00	\$287.00	\$57.00
8 Cubic Yard	\$94.00	\$125.00	\$241.00	\$356.00	\$68.00

2. Commercial Recycling Fees

Size	Collection Frequency		
	Every Other Week	One (1) Time A Week	Extra Pick Ups
96-Gallon	\$12.00	\$27.00	\$22.00
2 Cubic Yard	\$40.00	\$66.00	\$38.00
3 Cubic Yard	\$50.00	\$71.00	\$44.00
4 Cubic Yard	\$60.00	\$78.00	\$44.00
6 Cubic Yard	\$68.00	\$90.00	\$54.00
8 Cubic Yard	\$74.00	\$108.00	\$65.00

C. ADDITIONAL OTHER SERVICES

<u>Cost of Additional Bulky Waste Collection, Per Unit Per Collection:</u>	\$30 minimum charge for each 3 cubic yards or part there of
<u>Cost of Additional 40-yard Dumpster for City Wide Clean-Up, per Dumpster</u>	\$400, haul & disposal
<u>Cost of Additional Manned Rear Load Trash Truck, per Truck</u>	\$150 per hour, 4-hour minimum plus disposal cost
<u>Reduction in Customer's Monthly Cost for Achieving Annual Recycling Goal</u>	See Agreement
<u>Lock Bars – Each Container</u>	\$18
<u>Casters – Each Container</u>	\$18
<u>Residential Unit Extra Cart</u>	\$9

D. COMMERCIAL ROLL-OFF

1. Roll off Container Fees

Roll-off Size ¹	Collection Rate (per collection) ²
20 CY	\$400
30 CY	\$425
40 CY	\$450
Compactor	
Compactor	Collection Rate (per collection)
20 CY	\$410
30 CY	\$435
35 CY	\$450
40 CY	\$475
42 CY	\$475
Miscellaneous Fees	
Roll-off delivery- one-time charge	\$ 175 per delivery
Roll-off Rental Fee ³	\$ 90 per month
Roll-off Rental Fee	\$ 3 per day
Compactor Rental Fee ⁴	\$ Varies per month
Disposal Rate Type I Landfill per Ton	\$ No Additional Fee
Disposal Rate Type IV Landfill per Cubic Yard	\$ No Additional Fee
Notes:	
1. Collection rate shall be the per-collection rate for collection of Roll-off and return of Roll-off.	
2. This rate is for the rental of the Roll-off, provided by the proposer to the Commercial Service Unit Customer.	
3. This rate is for the rental of the Compactor, provided by the proposer to the Commercial Service Unit Customer.	