

ORDINANCE NO. 422

AN ORDINANCE AWARDING AN EXCLUSIVE FRANCHISE CONTRACT WITHIN THE TOWN OF LAKESIDE, TARRANT COUNTY, TEXAS TO WASTE CONNECTIONS INC., A TEXAS CORPORATION, FOR THE COLLECTION, REMOVAL AND DISPOSAL OF SOLID WASTE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the Town Council of the Town of Lakeside has determined that it is in the best interest of the citizens of the Town of Lakeside and would promote the health, safety, and general welfare of the inhabitants of said town to contract with Waste Connections Inc., a TX Corporation to provide for the collection , removal, and disposal of solid waste in the Town of Lakeside; and

WHEREAS, the Town Council of the Town of Lakeside has determined that such contract is necessary to preserve or protect the public health of the citizens of Lakeside, Tarrant County, Texas.

NOW THEREFORE:

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKESIDE, TEXAS:

- I. The Exclusive Franchise and Contract for Collection, Removal and Disposal of Municipal Solid Waste and Recyclable Materials attached hereto as Exhibit A and incorporated by reference, is hereby approved in substantially the same form as attached and awarded to Waste Connections of Texas.
- II. The Town Council hereby authorizes the Mayor to execute the solid waste collection agreement attached hereto.

PASSED AND APPROVED on this the 14th of July, 2022



Patrick Jacob
Mayor

ATTEST:



Norman Craven
Town Administrator

APPROVED AS TO FORM:



Kenneth East
Town Attorney

EXCLUSIVE FRANCHISE AND CONTRACT FOR COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE TOWN OF LAKESIDE, TEXAS COUNTY OF TARRANT

This contract (the "Agreement") entered into between Progressive Waste, dba Waste Connection, a Texas corporation (the "Service Provider") and the Town of Lakeside, Texas, a Texas Type A General Law municipality (the "Town"), is for the purpose of granting to the Service Provider, subject to the terms and conditions hereinafter set forth, and the ordinances and regulations of the Town, the exclusive right to conduct business for the purpose of the collection, hauling and disposing of Municipal Solid Waste, and Recyclable Materials over, upon, along, and across the present and future streets, alleys, bridges, and public properties of the Town pursuant to the power granted to the Town to enter such contracts under Chapters 363 and 364 of the TEXAS HEALTH AND SAFETY CODE. The parties hereby agree as follows:

SECTION 1. DEFINITIONS

The following terms, as used herein, will be defined as follows:

- A. **Bag** - Plastic sacks, secured at the top, 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 35 lbs.
- B. **Bulky Waste** - Items that are larger than typical waste but measuring not more than two (2) cubic yards and/or 50 pounds in weight. These items may include, but shall not be limited to, stoves, refrigerators (with verification that CFC components have been removed by a certified technician), water tanks, hot water heaters, washing machines, furniture, and similar waste materials other than Construction and Demolition Waste, unbundled brush, dead animals, Hazardous Waste, or Stable Matter.
- C. **Bundle** - Brush, tree, and shrub trimmings, securely tied together forming an easily handled package that does not exceed four (4') feet in length and/or fifty (50) pounds in weight.
- D. **Commercial Cart**- A Roll-Out provided by the Service Provider to a Commercial Hand Collect Unit for the collection of Municipal Solid Waste.
- E. **Commercial Hand Collect Unit**- Any Commercial Unit that generates no more than one (1) cubic yard of Municipal Solid Waste per week.
- F. **Commercial Unit** - Any non-manufacturing commercial facility or business (public or private) that generates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or because of, doing business, including, but not limited to, retail operations such as stores, restaurants, office spaces and warehouses.
- G. **Construction and Demolition Waste** - Waste (specifically excluding Hazardous Waste) resulting from any construction or demolition project; includes all waste materials that are directly or indirectly the by-products of the activities of construction or demolition of buildings or other structures, including, but not limited to, paper, cartons, gypsum board, wood products, excelsior, concrete, metal, rubber, and plastic.
- H. **Container** - A receptacle constructed of plastic, metal, or fiberglass (including, but not limited to, dumpsters, Roll-Offs, Roll-Outs, and Recycling Bins, provided by the Service Provider) that is utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between eighteen (18) gallons and forty (40) cubic yards of Solid Waste or Recyclable Materials.
- I. **Customer** - A Residential Unit, Commercial Unit, or Industrial Unit which generates Municipal

Solid Waste or Recyclable Materials.

- J. **Handicapped Residential Unit** - Any residential dwelling in which all members of the household are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside. A list of such Handicapped Residential Units shall be certified by the Town, subject to Service Provider's approval.
- K. **Hazardous Waste** - Any waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.
- L. **Industrial Unit** - Any manufacturing, mining, or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or because of, its operation s.
- M. **Landfills** -A facility or area of land that receives Municipal Solid Waste or Construction and Demolition Waste and operates under the regulation of the Texas Commission on Environmental Quality (TCEQ) within the State of Texas, or the appropriate governing agency for landfills located outside of the State of Texas.
- N. **Multi-Family Unit** - Any residential dwelling designed to house more than four families, and that generates Municipal Solid Waste. Multi-Family Residential Units shall be considered a Commercial Unit under this Agreement.
- O. **Municipal Solid Waste** - Solid Waste (specifically excluding Hazardous Waste and Construction and Demolition Waste) resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, consisting of garbage, trash, and rubbish.
- P. **Recyclable Materials** - Commodities collected by the Service Provider which can be sold for processing and use or reuse, including but not limited to: newsprint, magazines, catalogs, copy paper, office paper, plastic containers (#1, #2, #3, #4, #5, and #7 PET and HDPE), glass containers-clear, brown and green, aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- Q. **Recycling Bin** - A Container with at least eighteen (18) gallon capacity provided by the Service Provider to each Residential Unit that shall be the only Container in which Recyclable Materials shall be placed for collection.
- R. **Residential Unit** - Any residential dwelling, within the corporate limits of the Town, that is either a Single-Family Residential Unit, or a dwelling that is designed to be occupied by a person or group of persons comprising of not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each individual unit of a duplex, triplex, or quadplex will be billed as if it is a separate Residential Unit.
- S. **Roll Offs** - A Container exceeding 15 cubic yards of capacity that is provided by the Service Provider and designed to be used for Solid Waste collection .
- T. **Roll-Out** - A Container with ninety-five (95) gallons of capacity that is provided by the Service Provider.
- U. **Single Family Residential Unit** - Any dwelling designed for and inhabited by a single person or no more than one family unit and that generates Municipal Solid Waste.
- V. **Special Waste** - Waste, from a non-residential source, meeting any of the following descriptions: (a) a containerized waste (e.g. a drum, barrel, portable tank, box pail, etc.), (b) a waste transported in bulk tanker, (c) a liquid waste, (d) a sludge waste, (e) a waste from an industrial process, (f) a waste from a pollution control process, (g) residue and debris from the cleanup of a spill or release of chemical, and (h) Stable Matter, or (i) any waste requiring special handling

by the Service Provider.

- W. **Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials. Solid Waste does not include Special Waste.
- X. **Stable Matter** - All manure and other waste matter normally accumulated in or about a stable; or any animal, livestock, or poultry enclosure; and resulting from the keeping of animals, poultry, or livestock.
- Y. **Town** -The Town of Lakeside, Texas.

**NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES,
COVENANTS, AND AGREEMENTS SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER AND THE
TOWN AGREE AS FOLLOWS:**

SECTION 2. EXCLUSIVE FRANCHISE GRANT

The Town hereby grants to Service Provider, for and in consideration of compliance by Service Provider with the terms and conditions hereinafter set forth, and the ordinances and regulations of the Town governing the collection and disposal of Municipal Solid Waste and Recyclable Materials, the exclusive franchise, license, and privilege to provide collection, removal and disposal of all Municipal Solid Waste and Recyclable Materials within the corporate limits of the Town.

SECTION 3. SCOPE AND NATURE OF OPERATIONS

It is expressly understood and agreed that the Service Provider will collect and dispose of all Municipal, Solid Waste, and Recyclable Materials placed within Containers, Bags, and other approved receptacles by those receiving the services of Service Provider as set forth herein (or otherwise accumulated in the manner herein provided by those receiving the services), all within the corporate limits of the Town, including territories annexed by the Town during the term of this Agreement. To maintain the exclusive franchise in favor of the Service Provider contained herein, the Town in sole and reasonable discretion shall take all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. The Town, specifically, under the terms of this Agreement, grants to Service Provider the title to all Municipal Solid Waste and Recyclable Materials, which are collected and disposed of recycled by Service Provider. Title to and liability for waste materials excluded from this Agreement shall remain with the generator of such waste material.

SECTION 4. RESIDENTIAL UNIT COLLECTIONS

Regular collection of Municipal Solid Waste and Bundles hereunder for all Residential Units shall be twice weekly between Mondays and Fridays. The Service Provider shall collect all Municipal Solid Waste placed in Containers or Bags provided by the Residential Unit and placed within five feet of curbside or right of way no later than 7:00 a.m. on the collection day. Municipal Solid Waste not contained in Containers or Bags will not be collected. The Service Provider shall collect all Bundles placed within five feet of curbside or right of way no later than 7:00 a.m. on the collection day. Collection schedules may be altered by the Service Provider when reasonably necessary, but the frequency of collections may not be altered without the consent of the Town; provided, that the Service Provider provides the Town with a copy of maps indicating the proposed changes in the routes used in the collection of Municipal Solid Waste from all Residential Units. The Town reserves the right to reject and request modification of routes and updates on routes if the need arises.

Notwithstanding the foregoing, Service Provider agrees to assist Handicapped Residential Units with house- side collection of Municipal Solid Waste placed within a Roll-Out designated by Service Provider for handicap use. Handicapped Residential Units shall place Roll-Outs at their front doorstep to be visible from the street, or at a location as may be determined by the Service Provider, no later than 7:00 a.m. on the collection day. Service Provider cannot enter or be responsible for entering garages or behind enclosed fences.

SECTION 5. COMMERCIAL AND INDUSTRIAL UNIT COLLECTIONS

Collections hereunder for all Commercial and Industrial Units shall be up to five (5) times per week. Service Provider will only be responsible for collecting Municipal Solid Waste placed inside Containers provided by the Service Provider. The type and number of Container(s) and the frequency of collections for each Container(s) shall be agreed to by the respective Customer and Service Provider. Excess Municipal Solid Waste placed outside of the Container(s) at the location of a Commercial , and/or Institutional Unit shall not be collected. Should excess Municipal Solid Waste continue to be placed outside of the Container(s), the Town shall require the Commercial or Industrial Unit to utilize a Container with sufficient capacity to regularly contain Municipal Solid Waste and/or increase the frequency of the collection of the Container. Service Provider shall be compensated for such additional service as provided for in Exhibit A, attached hereto.

The Town shall be the sole determinate of acceptable dumpster pads, locations, and screening, provided, that, any location selected by the Town will allow the Service Provider to safely perform the services with its equipment. Provision of pads and screens shall be at the Customer's expense.

SECTION 6. RECYCLABLE COLLECTION AND PROCESSING

The Service Provider shall be responsible for transporting the Recyclable Materials to a processing site and having established buyers or markets for the Recyclable Materials . The Service Provider may be required to identify the buyers of the Recyclable Materials upon request by the Town. Recyclable Materials should be protected against contaminants that require disposal at a Landfill.

Collection of Recyclable Materials from all Residential Units shall be once weekly; provided that Recyclable Materials are placed in Recycling Bins, and such Recycling Bins are placed within five feet of curbside or right of way no later than 7:00 a.m. on the recycling collection day. Recyclable Materials more than limits of the Recycling Bins or placed outside or adjacent to the Recycling Bin will not be collected. Notwithstanding anything to the contrary contained herein, the Service Provider shall collect flattened cardboard that has been placed next to the Recycling Bin. If Service Provider determines that the Recyclable Materials set out by the Residential Unit are unacceptable due to the inappropriateness of the materials, Service Provider will leave the inappropriate materials in the Recycling Container. Service Provider shall attach a sticker or tag to the Recycling Bin explaining the reason the materials were rejected. Service Provider will not be required to collect Recyclable Materials mixed with Municipal Solid Waste.

Service Provider shall provide all Residential Units with a Recycling Bin. A Residential Unit may request additional Recycling Bin from the Service Provider.

Collection schedules for Recyclable Materials may be altered as reasonably necessary but the frequency of collections may not be altered without the consent of the Town; provided, that the Service Provider provides the Town with a copy of maps indicating the proposed changes in the routes used in the collection of Recyclable Materials from all Residential Units. The Town reserves the right to reject and request modification of routes and updates on routes if the need arises. Notwithstanding the foregoing, Service Provider agrees to assist Handicapped. Residential Units with house-side collection of Recyclable Materials .

SECTION 7. BULKY WASTE AND OTHER WASTE MATERIALS

- A. Monthly Collections. Service Provider will collect Bulky Waste and loose brush once per calendar month on a scheduled day specifically designated as "Bulky Item Pick-Up Day." Service Provider will be responsible for notifying all Residential Units at least once each calendar year of the schedule for "Bulky Item Pick- Up Day" and may do so in conjunction with the notification for Customers of the Holiday Schedule as outlined in Section 16. The Town will assist the Service Provider by also providing the closings via the Town's website and newsletter.
- B. The Service Provider will collect Bulky Waste and loose brush from Residential Units on the Bulky Item Pick-Up Day; provided, that the Bulky Waste and/or loose brush (A) is placed at the curbside no later than 7:00 a. m. on the scheduled collection day, (B) is reasonably contained (except for loose brush), and (C) does not exceed twenty cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Bulky Waste and/or loose brush from those Residential Units that have complied with this Section 7 and Section 1. Bulky Waste containing refrigerants will not be collected by the Service Provider unless such Bulky Waste has been certified in writing by a professional technician to have had all such refrigerants removed.
- C. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A does not include the collection of Construction and Demolition Waste, Bulky Waste comprised of Construction and Demolition Waste, or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Residential, Commercial, or Industrial Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT/CONTAINERS

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment (including, but not limited to, all Containers) provided by Service Provider in connection with its performance of the services contemplated hereby shall at all times remain the property of Service Provider.

SECTION 9. RATES

Service Provider shall charge the Town the rates set forth below for the services to be furnished under this Agreement; provided, however, that such rates shall be subject to adjustment as set forth in Section 25 hereof.

- A. Single Family Residential Services: For the services provided to Residential Units under Section 4, 6 and 7.A hereof, the Service Provider shall charge the rates contained in Exhibit A, attached hereto. Additionally, any increase in service or unscheduled collections (other than the quarterly Bulky Waste Collection provided for in Section 7.A hereof) performed by the Service Provider shall be charged on a per occurrence basis to the Customer at the rate set by the Service Provider. These rates apply to all Residential Units inside the corporate Town limits that are billed by the Town for water and/or sewer services (regardless of whether any occupant of such Residential Unit claims it does not generate Municipal Solid Waste). Due to the varied needs

and/or specifications associated with Residential Units that are located outside the corporate Town limits and disposal fees associated with rural subscription service, single-family residential service outside the Town will be negotiated between the individual customers and Service Provider on an individual basis and will be billed and collected by Service Provider. Town agrees that the rates set out above are Service Provider's minimum rates, and Service Provider is entitled to full payment for each month or portion of a month during which a Residential Unit is occupied.

- B. Commercial and Industrial Units: For the services provided to Commercial and Industrial Units under Sections 5 hereof, the Service Provider shall charge the rates contained in Exhibit A, attached hereto. These rates apply to all Commercial, and Industrial Units that are located inside the corporate Town limits and are billed by the Town for water and/or sewer services. All rates are on a per Container/ per Customer basis.
- C. Roll-Off Rates: Subject to adjustment by the Service Provider in its sole discretion, for the services provided under Section 7.B hereto, the Service Provider shall charge for each Roll-Off utilized the rates contained in Exhibit A, attached hereto.

SECTION 10. EXCLUSIONS

Notwithstanding anything herein to the contrary, this Agreement shall not cover collection or disposal of hazardous, toxic, or radioactive wastes, or substances defined as such by applicable federal, state, or local laws or regulations, or Special Waste. Service Provider will not be responsible for collecting or disposing of human or animal excrement waste, Hazardous Waste, auto parts, used tires, rock, concrete, sand, gravel or dirt; unless a separate agreement is entered with a Customer and the Service Provider for the Service Provider's Roll-Off Services.

SECTION 11. TERM OF AGREEMENT

The effective date of this Agreement is October 1, 2022. The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2027, and shall terminate automatically upon the expiration of said term; provided, however, that at the election of the Town and upon written notice given to the Service Provider no later than 45 days prior to the expiration of said term, the term of this Agreement shall be extended for an additional six months. Nothing herein shall prohibit both parties from entering into negotiations regarding a possible extension of this Agreement at any time prior to the termination of this Agreement should both parties mutually desire to do so.

SECTION 12. ASSIGNMENT

Assignment of this Agreement by Service Provider to another provider shall only be made with the prior written consent of the Town, such consent to not be unreasonably withheld, conditioned, or delayed. Notwithstanding the above, Service Provider may assign its rights and obligations hereunder to any direct or indirect subsidiary or affiliate of Service Provider or to any other person or entity succeeding to all or substantially all the assets of Service Provider (whether by operation of law, merger, consolidation or otherwise) without the Town's approval.

SECTION 13. ENFORCEMENT

Town agrees to adopt and maintain throughout the term of this Agreement, ordinances that will enable Service Provider to provide the services set forth herein. If Service Provider is faced with recurring problems of damage, destruction or theft of Containers provided pursuant to this Agreement, Service Provider may require security deposits from Customers prior to replacing or repairing such Containers. Service Provider agrees to give notice to the Town of any such requirement prior to placing it into effect and the Town shall have the right to approve any such requirement, such approval to not be unreasonably withheld, conditioned, or delayed. To the extent, the Town is authorized to do so under applicable law, the Town also hereby grants Service Provider the right of ingress and egress from and upon the Customer's property for the purposes of rendering the services hereunder.

SECTION 14. PROCESSING. BILLING AND FEES

- A. Town Billing. On a monthly basis, the Service Provider shall bill the Town for the services provided to each Residential Unit (excluding Roll-Off service) located inside the corporate limits on or before the 10th day of the month for the immediately preceding month's service in accordance with the rates contained in Exhibit A, attached hereto, commencing on October 1, 2022 (the "Residential Invoice"). Thereafter, the Town will remit to Service Provider an amount equal to such Residential Invoice, less a franchise fee equal to ten percent (10%) of the Residential Invoice. Such remittance by the Town shall be made on or before the 15th day of each month, commencing on October 1, 2022. The Town shall provide to the Service Provider a monthly statement with each remittance indicating the number and rate of Residential Units which have been billed for that month. Nothing herein shall prohibit the Town from collecting sums from Residential Units in addition to those sums billed by Service Provider herein. The Town agrees to make payments to Service Provider for all services rendered by Service Provider, and it shall be the Town's responsibility to recover such payments from the Residential Units. Service Provider shall not be responsible for the collection of "bad debt" owed to the Town for the services provided for herein and billed by the Town, nor shall Service Provider be penalized for services rendered by Service Provider for which the Town is not paid by Residential Units.
- B. Service Provider Billing. On a monthly basis, the Service Provider shall bill each Commercial and Industrial Unit located inside the corporate limits for services rendered in accordance with the rates contained in Exhibit A, attached hereto (the "Commercial Billing"). Thereafter, the Service Provider shall remit to the Town a franchise fee equal to ten percent (10%) of the gross receipts collected (less any applicable taxes) from the Commercial Billing. Such remittance shall be made by the Service Provider on or before the 20th day of each month (for the immediately preceding month's service).
- C. Taxes. In addition to the amounts billed and collected by the Town under Section 14.A, the Town shall also be responsible for collecting, remitting, and paying all sales, use and service taxes assessed or payable in connection with the amounts collected under Section 14.A. In addition to the amounts billed and collected by the Service Provider under Sections 14.B and 14.D, the Service Provider shall also be responsible for collecting, remitting, and paying all sales, use and service taxes assessed or payable in connection with the amounts collected under Sections 14.B and 14.D.
- D. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect from all Residential, Commercial and Industrial Units for services performed with respect to Roll-

Off Containers. The Service Provider shall pay a ten percent (10%) franchise fee on any amounts collected under this Section 14.D .

SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP

It is specifically understood and agreed that where the owner or occupant of any Residential, Commercial, or Industrial Unit fails to place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of Service Provider's reasonable rules adopted hereunder or Town ordinance or provisions within this Agreement with respect to the nature, volume, or weight of Municipal Solid Waste or Recyclable Materials to be removed from the premises, Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials. Service Provider will notify the Town and Customer of the reason for any such non-collection (unless such non-collection is due to the customer's failure to timely place the Container out for collection) within 8 hours thereafter of the reason for such non-collection. Service Provider's notice to the Customer shall be in writing, attached to the Container or the front door of the Residential, Commercial, or Industrial Unit, and shall indicate the nature of the violation and the correction required in order that such Municipal Solid Waste or Recyclable Materials may then be collected at the next regular collection date. When the Town is notified on the scheduled collection date by an owner or occupant whose Municipal Solid Waste or Recyclable Materials have not been collected and the Town has not received a notice of non-collection or a change in collection schedule from Service

Provider, or Service Provider has failed to collect such Municipal Solid Waste or Recyclable Materials from the Residential, Commercial, or Industrial Unit without cause as supported by notice as described herein, Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials on the day a collection order is issued by the Town; however, there shall be no charge to Service Provider for any non-collection or late collection so long as Service Provider makes such collection no later than the next scheduled service day after issuance of a collection order by the Town. It is expressly understood that these rules apply to any other type of regularly scheduled collection services offered, including, but not limited to, collection of Recyclable Materials and collection of Bulky Waste.

The Town reserves the right to approve any rules to be adopted by Service Provider that would affect the services provided by the Service Provider under this Agreement. Service Provider agrees to give notice to the Town of any proposed rules that would affect the services provided by the Service Provider under this Agreement prior to implementing those rules at least 30 days prior of implementing changes.

SECTION 16. HOURS OF SERVICE

Hours of service shall be between 7:00 a.m. and 7:00 p.m., Monday through Friday. Service Provider will not be required to provide service on weekends and/or holidays except during natural disasters or emergencies. The Service Provider may choose to observe any or all the following holidays:

New Year's Day (January 1st)
Independence Day (July 4th)
Memorial Day
Labor Day
Thanksgiving Day

Christmas Day (December 25th)

However, any deviation from a regular scheduled pickup day due to any holiday observed by the Service Provider must be marketed to all Customers within the Town. Service Provider will be responsible for notifying all Customers at least once each calendar year of the holidays to be observed by the Service Provider. The Town will assist the Service Provider by also providing the closings via the Town's website and newsletter.

SECTION 17. CUSTOMER SERVICE AND COMPLAINTS

Service Provider agrees, at its own expense, to keep a toll-free telephone number and to provide a telephone answered (mechanical answering machine is not acceptable) from 8 a.m. to 5 p.m. for the purpose of handling complaints and other calls regarding Municipal Solid Waste and/or Recyclable Materials collection service. The Service Provider shall keep competent personnel in the office during the time the office is required to be open to the public. The Service Provider shall also provide the Town a telephone number by which the Service Provider can be contacted for after-hours' emergencies. The Service Provider shall keep and maintain in the office a daily log of all services calls that originate in the Town that shows the nature of the call, complaint, or communication and disposition thereof by the Service Provider. The Town shall have the right to inspect the daily log at any reasonable time. Throughout the term of the Agreement, Service Provider shall establish and maintain an authorized Managing Agent and shall designate in writing to the Town Administrator, the name, telephone number, and address of such agent upon whom all notices shall be served by the Town and to whom complaints received from citizens of the Town may be directed. The Service Provider will provide the Town with a monthly Municipal Solid Waste collection report within two (2) weeks of the end of the reporting period. This report should include the tonnage of all materials collected for the month. Service Provider shall also provide the Town with monthly recycling reports within two (2) weeks of the end of the reporting period. Service Provider shall provide the Town with a monthly report of customer contacts regarding services issues within two (2) weeks of the end of the reporting period. Customer complaint reports should include the total number of complaints and the number of complaints based on service provided. All reports should provide monthly as well as annual cumulative totals.

Complaints will be addressed preferably within eight (8) hours on the day that they occur, but no more than twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. The Service Provider will maintain a log of complaints, and provide the Town, monthly, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. In the event the Town fields inquiries and complaints from Customers, the complaints taken by the Town will be reported to the Service Provider. Calls logged to the Service Provider by the Town shall also be contained in the same report. Any missed pickups of Municipal Solid Waste or Recyclable Materials, if unable to be addressed that same day, shall be collected within twenty-four (24) hours, except for Saturday and Sunday, which shall be picked up on the following Monday.

If at any time during the term of this Agreement performance by the Service Provider does not meet the standards set forth herein, the Service Provider, upon notification by the Town shall increase the forces, tools, or equipment needed to properly perform the Agreement.

Should a dispute arise between the Town, Service Provider, and/or Customer as to whether the Service Provider failed to make a collection (missed a pickup) the decision of the Town shall be final, and the

Service Provider agrees to abide by such decision.

SECTION 18. COMPLIANCE WITH APPLICABLE LAWS

The Service Provider shall comply with all applicable federal and state laws regarding collection, transportation, and landfill disposal of Municipal Solid Waste, including existing and future laws which may be enacted as well as any regulations reasonably passed by the Town (and not in derogation of this Agreement), and nothing in this Agreement shall be construed in any manner to abridge the right of the Town to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The Town shall have the right to make reasonable inspections to ensure compliance.

SECTION 19. VEHICLES AND EQUIPMENT

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Service Provider's name, telephone number, and unit number legible from one hundred fifty feet (150'). No advertising, except the Service Provider's logo, shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Agreement. Such vehicles shall be maintained through a regular preventative maintenance program and painted as often as necessary to preserve and present a well-kept appearance. Municipal Solid Waste collection vehicles and Recyclable Materials collection vehicles shall be clearly distinguishable from one another. If one vehicle is used to serve the other purpose; a clearly visible sign should be affixed to the vehicle to inform Customers that the Municipal Solid Waste or Recyclable Materials are going to the proper place. The Service Provider shall furnish the Town a list of all equipment to be used fulfilling the Agreement and shall update that list as may be requested by the Town. The Town may inspect Service Provider's vehicles at any time to ensure compliance of equipment with Agreement or require an equipment replacement schedule to be submitted to Town. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition. Vehicles used by Service Provider for the collection and transportation of Bulky Waste and Construction and Demolition Waste shall be always protected while in transit to prevent the blowing or scattering of such waste onto the public streets or properties adjacent thereto. Each vehicle shall be equipped with a cover, which may be net with mesh of not greater than one and one-half inches (1 ½"), or tarpaulin, or a fully enclosed metal top, to prevent leakage, blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the disposal site, during loading operations, or when parked if contents are likely to be scattered. Vehicles should not be overloaded to scatter Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials.

SECTION 20. SPILLAGE

The Service Provider shall not be responsible for scattered Municipal Solid Waste or Recyclable Materials unless the same has been caused by its acts or those of any of its employees; in which case, all scattered Municipal Solid Waste or Recyclable Materials shall be picked up immediately by the Service Provider. A fork, push broom, and/or a scoop-type shovel shall be maintained on each truck for cleanup activity. The Service Provider, shall, if necessary, hand clean spillage resulting from its collection activities. Service Provider will not be required to clean up or collect loose Municipal Solid Waste or Recyclable Materials

or spillage not caused by the acts of its employees but shall report the location of such conditions to the designated contact of the Town so that proper notice can be given to the Customer at the premises to properly contain Municipal Solid Waste or Recyclable Materials. The Service Provider shall pick up Municipal Solid Waste after the Commercial or Industrial Unit reloads the Container. The Service Provider shall then be entitled to an extra collection charge for each reloading of a Container requiring an extra collection in accordance with Exhibit A, attached hereto. If the Commercial or Industrial Unit's Container is inadequate for Municipal Solid Waste generated by such Commercial or Industrial Unit, Town shall require the Customer and Service Provider to increase the frequency of collection of the Customer's Municipal Solid Waste or require the Customer to utilize a Container with a larger capacity, and the Service Provider shall be compensated for such additional services by the Customer.

SECTION 21. CHRISTMAS TREE COLLECTION AND DISPOSAL

The Service Provider will collect all Christmas trees from the curbside of Residential Units during the normal trash collection during the month of January. In addition, the Service Provider shall provide for an annual Christmas tree disposal program by providing a Roll-Off Container at Town Hall following December 25th for a period of two weeks from the time the Container is delivered. Service Provider will compost the trees that are placed in the Roll- Off Container.

SECTION 22. STORM DEBRIS ASSISTANCE

In the event of a major storm, as determined by the Town Administrator, or designee, Service Provider will provide, at the Town's request, the ability to assist residents in the disposal of debris. This will allow Residential Units to rid their property of fallen trees, etc., without having to schedule a special estimate by the Service Provider. The Service Provider shall bill the Town in accordance with the rates listed in Exhibit A, attached hereto.

SECTION 23. DUE CARE

Due care and caution will be exercised by Service Provider to protect and preserve public and private property including Town streets and parking areas. Service Provider will train drivers to protect Town streets and not make sudden breaking stops that will damage street surfaces.

SECTION 24. PERSONNEL AND PERFORMANCE STANDARDS

Service Provider shall not deny employment to any persons for reason of sex, race, religion, color, familial status or religion, or national origin, and will ensure that all federal and state laws pertaining to salaries, wages, and operating requirements will be met or exceeded. Service Provider, its agents, servants, and employees shall conduct its business in a courteous, competent, and professional manner. Service Provider shall be responsible for the actions of its agents, servants, and employees during the term of this Agreement while such persons are acting within the scope of their employment or agency.

SECTION 25. RATE ADJUSTMENTS

- A. CPI Adjustment. The rates charged by Service Provider for services to Commercial, Industrial and Residential Units will not be adjusted for changes in the CPI (as hereinafter defined) for years two or three of the Agreement. Commencing on October 1, 2022 and on each October 1

thereafter, the Service Provider shall adjust the rates charged to each Residential, Industrial, and Commercial Unit by an amount equal to ninety percent (90%) of the increase or decrease based on the published Bureau of Labor Standards Consumer Price Index/ Urban Consumers (CPI- U-DFW). The parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. CPI adjustments, either up or down, will be capped at six percent (6%) for any single year of this Agreement .

- B. Fuel Cost Adjustment. Beginning on October 1, 2022 and on each October 1 thereafter, the Service Provider shall adjust all rates herein in an amount equal to the product of ten percent (10%), and a fraction numerator of which is equal to the change in the average price of diesel fuel between the average price of fuel during the immediately preceding year ("Year 1") and the year immediately prior to Year 1 ("Year 2"), and the denominator equal to the average fuel price for Year 2 (each a "Fuel Cost Adjustment"). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail on Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes diesel fuel prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. The determination of the average price of diesel fuel for the past year from the aforesaid website shall be made on the first regular business day no sooner than sixty (60) days prior to the anniversary date of the Agreement. Rate adjustments under this Section 25.B, either up or down, will be capped at fifteen percent (15%) for any single year.

Example of the Fuel Cost Adjustment:

Assumptions:

Average Price of Fuel for Year 2 \$3.105/gal.

Average Price of Fuel for Year 1 \$2.689/gal.

Result :

Therefore, the Fuel Cost Adjustment beginning on October 1, 2022 shall decrease the rates by 1.33%.

Calculation:

The calculation for determining the Fuel Cost Adjustment is: $10\% \times ((\$2.689 - \$3.105) / \$3.105)$.

Step 1- calculate the difference in fuel price for the two years: $\$2.689 - \$3.105 = - \$0.416$

Step 2 - divide the difference in the fuel from step 1 with the average fuel price for the preceding year: $- 0.416 / 3.105 = -.133$

Step 3 - multiple the result of Step 2 with 10% = - 1.33%

The product of Step 3 will be the percentage by which the rates are increased or decreased for the year beginning October 1, immediately following the date the Fuel Cost Adjustment was determined, subject to the fifteen percent cap.

Government Fee Adjustment. Service Provider shall also be entitled to an increase in the rates from time to time during the term of this Agreement and upon thirty days written notice to the Town for increases in the Service Provider's costs due to changes in federal, state, or local laws, rules or regulations and increases in taxes, tariffs, or surcharges. Documentation justifying such increase shall be submitted to

the Town and included with the written notice. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state, and local laws, rules, and ordinances (excluding taxes imposed on income and sales taxes) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed after the execution of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

Landfill Cost Adjustment. This Agreement is based on the premise that Service Provider will dispose of the waste collected hereunder at an approved permitted Landfill either owned by itself or some other entity. Service Provider shall have the right, with written notice to the Town, to increase the current rate by an amount equal to any increase in Landfill disposal fees. **Additional Adjustments.** In addition to the adjustments described above, Service Provider shall have the right to request from the Town, at any time during the term of this Agreement, an adjustment in rates for any reason. Service Provider shall provide the Town with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.

SECTION 26. NO COST SERVICES TO TOWN

Service Provider will provide Municipal Solid Waste and Recyclable Materials collection for the Town Hall at 9830 and 9834 Confederate Park Road, Lakeside, Texas, at no cost to the Town. Collection will occur on the same schedule as Residential Unit collection. The Service Provider also agrees to provide an 8-yard front load Container at the Town's Lower Pump Station, 9216 Watercress, Lakeside, Texas. The Container will be emptied five times per year at no cost. Each additional pickup will be a charge of \$25.00. The Town's representative will contact the Service Provider at the time the front load Container needs to be emptied and schedule a convenient time for the Service Provider to empty the Container. Service Provider agrees that the front load Container will be emptied preferably with 48 hours of the initial request, but no more than 96 hours.

SECTION 27. INSURANCE COVERAGE

Service Provider shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Service Provider's sole expense, insurance coverage written by companies approved by the State of Texas, and in a form acceptable to the Town, in the following types and amounts:

Service Provider Liability/Insurance: Service Provider assumes all risk of loss or injury to property or person caused by a negligent or willful act or omission in its operations under this Agreement and agrees to indemnify and hold harmless the TOWN from all claims, demands, suits, judgments, costs, or expense caused by any such loss or injury caused by a negligent or willful act or omission of the Service Provider. For the purpose of this Agreement, Service Provider shall carry the following types of insurance in at least the limits specified below:

Coverage
Workers' Compensation
Automobile Liability

Commercial General Liability

Excess Umbrella Liability

Limits of Liability Statutory
\$1,000,000 combined single
limit for Bodily Injury &
Property Damage
\$1,000,000 per occurrence,
\$2,000,000 aggregate combined
single limit for Bodily Injury &
Property Damage
\$2,000,000 aggregate

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance, which may include coverage provided by any of Service Provider's parent entities. Service Provider shall furnish to the Town a certificate of insurance verifying that such insurance has been procured and is in force.

SECTION 28. INDEMNITY

Service Provider agrees to defend, indemnify, and hold the Town and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons, caused by Service Provider's breach of any of the terms or provisions of this contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of service provider, its officers, agents, employees, invitees, subservice providers, or sub-subservice providers and their respective officers, agents, or representatives, or any other persons or entities for which Service Provider is legally responsible in the performance of this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the Town, and its officers, agents, employees, or separate service providers. The Town does not waive any governmental immunity or other defenses available to it under Texas or Federal Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Notwithstanding the foregoing, the Town shall be responsible for paying any damages related to claims for which and to the extent it is found liable by any final judgment of a court of competent jurisdiction.

Service Provider at its own expense is expressly required to defend Town against all such claims. Town reserves the right to provide a portion or all its own defense (at Town's expense); however, Town is under no obligation to do so. Any such action by Town is not to be construed as a waiver of Service Provider's obligation to defend Town or as a waiver of Service Provider's obligation to indemnify Town pursuant to this Agreement. Service Provider shall retain defense counsel within seven (7) business days of Town's written notice that Town is invoking its right to indemnification under this agreement. If Service Provider fails to retain counsel within the required time, Town shall have the right to retain defense counsel on its own behalf and Service Provider shall be liable for all costs incurred by the Town.

Patent Infringement Indemnity. Service Provider agrees to release, defend, indemnify, and hold harmless the Town, its employees, officers and agents from and against all suits, actions and claims of every nature and description brought against them or any of them for or on account of Service Provider's use of patented appliances and/or products and/or processes. Service Provider shall pay all royalties and charges which are imposed by any party for Service Provider's use of patented appliances and/or products and/or processes. Evidence of such payment or satisfaction shall be submitted upon request of the Town Representative, as a necessary requirement in connection with the final estimate for payment in which a patented appliance and/or products and/or processes are used.

Waiver of Subrogation. Service Provider hereby agrees to waive all rights of subrogation it may have against Town by virtue of any claims which may arise as a result of services performed in connection with this agreement.

SECTION 29. SAVINGS PROVISION

If any term of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall to the extent reasonably possible remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

SECTION 30. APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

SECTION 31. TERMINATION

If a party commits a breach of this Agreement, the other party shall give notice to the breaching party describing the breach in reasonable detail. If the breaching party fails to remedy such breach within sixty (60) days after receiving notice, the non-breaching party may terminate this Agreement with an additional thirty (30) days written notice. The Town agrees that in entering this Agreement, it is waiving all rights to sovereign immunity from suit or the payment of damages in the event it breaches this Agreement but only as to a claim made by Service Provider for a breach of contract cause of action.

Immediate Termination. Notwithstanding the provisions hereinabove relating to declarations of default, notice, opportunity to cure, and termination, in the event the Town declares the Service Provider to be in default hereunder, and the Town determines that such default is of a nature and magnitude so as to frustrate or defeat the essential purposes of the Agreement, and further determines that such default may, or will, result in substantial injury to the public health, safety or welfare, the parties agree that the Town shall be entitled to declare immediately that this Agreement and Service Provider's right to proceed hereunder are terminated.

SECTION 32. FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will only be suspended, and the obligations hereunder excused until the condition preventing performance is remedied. Such causes shall include, but not be limited to, acts of God, acts of war, riot, flood, fire, explosion, sabotage, terrorism, accident, lack of adequate fuel, judicial decisions or governmental laws or regulations (provided that neither party shall be required to settle a labor dispute against its own better judgment), or unusually severe weather.

SECTION 33. ACKNOWLEDGMENT

The parties acknowledge that the failure of Service Provider to collect and dispose of Municipal Solid Waste in the Town might damage the Town in a way that could not be adequately compensated by monetary damages. The parties therefore agree that the breach or threat to breach of this obligation may appropriately be restrained by an injunctive order, granted by a court of appropriate jurisdiction.

SECTION 34. CUMULATIVE REMEDIES

Pursuit of the remedies described above shall not preclude pursuit of any other remedies provided in this Agreement or any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a waiver of any amount or performance due from Service Provider under this Agreement or of any damages accruing by reason of the violation of its term, provisions, and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any term, provision, or covenant contained in this Agreement, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

SECTION 35. ATTORNEY'S FEES

If any legal action is brought by either of the parties hereto, it is expressly agreed that the prevailing party in such legal action shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded. For the purposes of this section, the prevailing party is the party in whose favor a court of competent jurisdiction enters a final, non-appealable judgment or order. The court shall determine the amount of reasonable attorney's fees in the trial of such action or in a separate action brought for that purpose. Attorney's fees awarded under the provisions of this section shall be in addition to any other relief that may be awarded.

SECTION 36. INDEPENDENT CONTRACTOR

The relationship of the Service Provider to the Town shall be that of an independent contractor, and no principal-agent or employer-employee relationship between the Parties is created by this Agreement. By entering into this Agreement with the Town, the Service Provider acknowledges that it will, in the performance of its duties under this Agreement, be acting as an independent contractor and that no officer, agent or employee of the Service Provider will be for any purpose an employee of the Town and that no officer, agent or employee of the Service Provider is entitled to any of the benefits and privileges of a Town employee or officer under any provision of the statutes of the State of Texas and ordinances of the Town.

SECTION 37. NON-WAIVER OF POWERS AND REGULATIONS

This Agreement shall not be taken or held to imply the relinquishment or waiver by the Town of its police powers to make other reasonable requirements or regulations pertaining to the subject matter hereof, and the Town hereby expressly reserves the right to make all regulations which may be necessary or proper to secure the safety, welfare and accommodation of the public, including, but not limited to, the right to adopt and enforce regulations to protect and promote the health, safety and general welfare of the public from danger and inconvenience in the management and operation of Solid Waste and Recyclable Materials collection, transportation and disposal services detailed herein. Further, nothing herein contained shall constitute a waiver of any of the requirements of the rules and regulations heretofore adopted by the Town, including the right to make such changes and amendments to said rules and regulations as said Town may deem to be advisable and necessary to protect the public health and general welfare of its inhabitants.

SECTION 38. CHOICE OF LAW: VENUE

The Parties agree that this Agreement shall be governed by the law of the State of Texas: the Parties further agree that the venue for all actions arising out of this Agreement shall be Tarrant County, Texas.

SECTION 39. BANKRUPTCY; INSOLVENCY

The Parties agree that Town shall have the right to terminate this Agreement at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Agreement, including the remedy available to Town under Section 19.4 hereof, by giving written notice of termination to Service Provider if the latter should:

Make an assignment for the benefit of creditors ; Become insolvent or have a receiver of its assets or property appointed without filing bankruptcy; or Allow any money judgment against it to remain unsatisfied for a period of thirty (30) calendar days or longer.

SECTION 40. APPROVAL BY THE CITY COUNCIL

This agreement shall not be considered fully executed or binding or effective on the Town until the same shall have been approved and adopted by Ordinance by the City Council of the Town of Lakeside in an open meeting as required by law and executed by Service Provider and the Town . After such approval and acceptance, the Town shall deliver to Service Provider a certified copy of the Ordinance as evidence of the authority of the Town Administrator, or his/her designee, to bind the Town to the terms, covenants and provisions of this Agreement and to perform the same in accordance therewith.

SECTION 41. TOWN'S REPRESENTATIONS AND WARRANTIES

The Town represents and warrants to Service Provider that it has all requisite power to execute this Agreement and all other agreements and documents contemplated hereby, and that this Agreement constitutes a valid and binding obligation of the Town and will remain in full force and effect throughout the term stated in this Agreement.

SECTION 42. ACCEPTANCE

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF LAKESIDE, TEXAS, AT A MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS, AND ALL OTHER APPLICABLE LAWS, ON THIS THE 14th DAY OF AUGUST 2022.

Phone: (817) 222-2221

Town of LAKESIDE RATE SHEET

Effective: 10/1/2022

RESIDENTIAL CURBSIDE COLLECTION: \$16.67 per month

RECYCLING: \$2.27 per month (NON-MANDATORY)

COMMERCIAL HAND COLLECT: _____ 1X per week (includes 96 gallon cart)

\$23.24 2X per week (includes 96 gallon cart)

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	59.78	127.85	182.78	232.30	276.79	316.62	38.56
3 Cubic Yd	80.17	157.80	235.29	312.10	387.88	462.59	40.68
4 Cubic Yd	94.02	185.65	279.74	366.63	463.01	557.01	45.05
6 Cubic Yd	136.83	270.20	405.29	540.54	677.94	824.23	52.82
8 Cubic Yd	178.57	354.76	533.11	709.56	839.27	1,017.29	60.91

Containers w/ Locks: \$6.80 per month

Containers w/ Gates: \$3.40 per lift

Containers w/ Casters: \$6.80 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS					
	HAUL	DELIVERY	DAILY RENT	Tonnage		
20 Cubic Yd	322.40	140.40	5.04	29.12		
30 Cubic Yd	322.40	140.40	5.04	29.12		
40 Cubic Yd	322.40	140.40	5.04	29.12		
40 Cubic Yd	322.40	140.40	5.04	29.12		
STORM DEBRIS	\$130.00 AN HR PER TRUCK			\$28.08 PER TON		
PRICING						

Franchise and Billing Fees:

Residential: 10.0%

Commercial: 10.0%

Roll Off: 10.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges