



City of Clifton Solid Waste Collection Services Agreement

FY2011-FY2015

- 1) Parties: The parties to this Contract are the CITY OF CLIFTON, BOSQUE COUNTY, TEXAS (hereinafter call "City") and EAGLE DISPOSAL COMPANY, (hereinafter called "Contractor").
- 2) Term of Contract: This contract shall become effective and in force as of the 1st day of October, 2010, and terminating on the 30th day of September, 2015.
- 3) Grant of Authority: The City hereby grants Contractor the exclusive right and privilege to operate and maintain within the City a service for the collection and removal of garbage, trash, brush and other items intended to be discarded, (hereinafter called "solid waste"). The right and privilege granted in this contract for the purpose set forth above shall be exclusive and no other contractor, person, or corporation shall be permitted to engage in garbage collection or recycling service from residential, commercial or industrial generators, within the City during the term of this franchise. Collection and disposal of construction debris, hazardous waste, and infectious waste is excluded from the exclusive grant of authority.
- 4) Compliance with Laws and Ordinances: Contractor shall, at all times during the terms of this contract, be subject to all such reasonable regulations as the City may hereafter provide. In addition, Contractor shall observe all state and federal laws, rules and regulations relevant to collection, removal and disposal of solid waste.
- 5) Definitions: The following definitions shall apply with respect to this ordinance and franchise contract:
- a) Bags: Plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a filled bag shall not exceed 50 pounds.
 - b) Bulky Items and Bulky Waste: Stoves, refrigerators (refrigerant must be removed), air conditioners water tanks, washing machines, furniture, construction debris, demolition debris, used and discarded mattresses & box springs, dead animals, unbundled brush, unbagged yard waste, hazardous waste or stable matter with weights or volumes greater than those allowed for bags, bundles or garbage cans.
 - c) Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length and 50 pounds in weight.
 - d) Commercial or Industrial Container: Metal receptacle designed to be mechanically lifted and emptied for use at Commercial and Industrial

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| 1 | Units. | 47 | consumption, dealing in, handling, |
| 2 | e) Commercial Unit or Industrial Unit: | 48 | packing, canning, storage, |
| 3 | All premises, locations or entities, | 49 | transportation, decay or |
| 4 | public or private, requiring solid | 50 | decomposition of meats, fish, fowl, |
| 5 | waste collection within the corporate | 51 | birds, fruits, grains or other animal or |
| 6 | limits of the City, which is not a | 52 | vegetable matter. Includes used |
| 7 | Residential Unit. | 53 | metal cans and other food containers; |
| 8 | f) Construction Debris: Waste building | 54 | and all putrescible or easily |
| 9 | materials resulting from | 55 | decomposable waste, animal or |
| 10 | construction, remodeling, repair or | 56 | vegetable matter which is likely to |
| 11 | demolition operations. Solid waste | 57 | attract flies or rodents). Includes |
| 12 | from lot clearing and construction | 58 | solidified liquid garbage such as |
| 13 | operations, rock, brush, tree limbs, | 59 | paint mixed with sand or sawdust |
| 14 | scrap, fence, building materials, or | 60 | and allowed to set. Includes |
| 15 | other solid waste resulting from | 61 | Household Hazardous Waste. |
| 16 | construction or major remodeling, | 62 | Excludes matter included in the |
| 17 | resulting from a general cleanup of | 63 | definitions of Bulky Waste, |
| 18 | vacant or improved property, or | 64 | Construction Debris, Dead Animals, |
| 19 | resulting from sizeable amounts of | 65 | Hazardous Waste, Infectious Waste, |
| 20 | trees, brush and debris cleared from | 66 | Liquids, Rubbish, or Stable Matter. |
| 21 | property in preparation for | 67 | j) Garbage Can: A receptacle with a |
| 22 | construction, or the remodeling of | 68 | capacity of greater than 20 gallons |
| 23 | residence. | 69 | but less than 35 gallons constructed |
| 24 | g) Dead Animals: Animals or portions | 70 | of plastic, metal or fiberglass, having |
| 25 | thereof equal to or greater than 20 | 71 | handles of adequate strength for |
| 26 | pounds in weight that have expired | 72 | lifting and having a tight fitting lid |
| 27 | from any cause. | 73 | capable of preventing entrance into |
| 28 | h) Disposal Site: A solid waste | 74 | the garbage cans by animals. The |
| 29 | depository including but not limited | 75 | mouth of a garbage can shall have a |
| 30 | to sanitary landfills, transfer stations, | 76 | diameter greater than or equal to that |
| 31 | incinerators and waste | 77 | of the base. The weight of a garbage |
| 32 | processing/separation centers | 78 | can and its contents shall not exceed |
| 33 | licensed, permitted or approved to | 79 | 50 pounds. 55 gallon "oil drums" |
| 34 | receive for processing or final | 80 | are too heavy to be used as a garbage |
| 35 | disposal of solid waste and dead | 81 | can but may be used to contain bags, |
| 36 | animals by all governmental bodies | 82 | not loose garbage. |
| 37 | and agencies having jurisdiction and | 83 | k) Hazardous Waste: Any chemical, |
| 38 | requiring such licenses, permits or | 84 | compound, mixture, substance or |
| 39 | approvals. | 85 | article which is designated by the |
| 40 | i) Garbage: Any and all dead animals | 86 | United States Environmental |
| 41 | or portions thereof of less than 20 | 87 | Protection Agency or appropriate |
| 42 | pounds in weight; every | 88 | agency of the state to be "hazardous" |
| 43 | accumulation of household waste | 89 | as that term is defined by or pursuant |
| 44 | (animal, vegetation, and/or other | 90 | to Federal or state law. This term |
| 45 | matter) that results from the | 91 | does not include small quantity |
| 46 | preparation, processing, | 92 | generators of household hazardous |

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| 1 | waste, as defined below. To | 47 | occupied by a person or group of |
| 2 | determine if a substance is hazardous | 48 | persons comprising not more than |
| 3 | waste, refer to Web site | 49 | one family. A Residential Unit shall |
| 4 | http://ecfr.gpoaccess.gov and | 50 | be deemed occupied when either |
| 5 | navigate to Title 40, Part 261. | 51 | water or domestic light and power |
| 6 | l) Household Hazardous Waste (HHW) | 52 | services are being supplied thereto. |
| 7 | – defined by Federal and State Law. | 53 | r) Rubbish: All waste wood, wood |
| 8 | For a description of HHW by the | 54 | products, chips, shavings, sawdust, |
| 9 | Texas Commission on | 55 | printed matter, paper, pasteboard, |
| 10 | Environmental Quality, see | 56 | rags, straw, used and discarded |
| 11 | http://www.tceq.state.tx.us/assistance | 57 | clothing, used and discarded shoes |
| 12 | /hhw/hhw.html. For collection and | 58 | and boots, combustible waste pulp, |
| 13 | disposal by the Contractor, HHW | 59 | ashes, cinders, floor sweepings, |
| 14 | must be sealed air- and liquid-tight | 60 | glass, mineral or metallic substances |
| 15 | inside at least two layers of metal, | 61 | and other products such as are used |
| 16 | plastic, or glass containers and/or | 62 | for packing or wrapping breakable |
| 17 | plastic bags and be clearly labeled | 63 | products. |
| 18 | with the name of the material and | 64 | s) Solid waste: This term shall refer to |
| 19 | “Household Hazardous Waste”. | 65 | Residential garbage and Bulky |
| 20 | m) Infectious Waste - waste capable of | 66 | Waste, Construction Debris, and |
| 21 | causing infections in humans, | 67 | Stable Matter generated at a |
| 22 | including: contaminated animal | 68 | Residential Unit unless the context |
| 23 | waste; human blood and blood | 69 | otherwise requires. |
| 24 | products; isolation waste, | 70 | t) Stable Matter: All manure and other |
| 25 | pathological waste; and discarded | 71 | waste matter normally accumulated |
| 26 | sharps (needles, scalpels or broken | 72 | in or about a stable, or any animal, |
| 27 | medical instruments). | 73 | livestock or poultry enclosure, and |
| 28 | n) Liquids – any liquid, regardless | 74 | resulting from the keeping of |
| 29 | whether water or hydrocarbon based. | 75 | animals, poultry or livestock. |
| 30 | To be picked up by the Contractor, | 76 | u) Yard Waste - tree or brush |
| 31 | unused paint must first be converted | 77 | trimmings, grass cuttings, dead |
| 32 | to Garbage by adding sand , sawdust, | 78 | plants, weeds, leaves, dead bushes or |
| 33 | or some other filler. Metal or plastic | 79 | trees, or branches thereof |
| 34 | paint cans must be presented | 80 | 6) Applicability of Service: Garbage |
| 35 | curbside without lids to assure | 81 | collection service is mandatory for all |
| 36 | solidification. | 82 | residences and places of business within |
| 37 | o) Residential Cart – waste container | 83 | the City excepting those residences |
| 38 | designed for automated pickup; | 84 | located on farms and ranches (ten (10) or |
| 39 | larger than a garbage can . | 85 | more acres) where farming and ranching |
| 40 | p) Residential garbage: All Garbage, | 86 | operations are being conducted. |
| 41 | Yard waste, Rubbish, and Household | 87 | 7) Responsibilities of Contractor: |
| 42 | Hazardous Waste generated by an | 88 | a) Hold Harmless: The Contractor will |
| 43 | occupant of a Residential Unit or | 89 | indemnify, save harmless, and |
| 44 | Commercial Unit | 90 | exempt the City, its officers, agents, |
| 45 | q) Residential Unit: A dwelling within | 91 | servants and employees from and |
| 46 | the corporate limits of the City | 92 | against any and all suits, actions, |

1 legal proceedings, claims, demands, 27
 2 damages, costs, expenses and 28
 3 attorney's fees incident to any work 29
 4 done in the performance of this 30
 5 Contract, arising out of a willful or 31
 6 negligent act or omission of the 32
 7 Contractor, its officers, agents, 33
 8 servants and employees; provided, 34
 9 however, that the Contractor shall
 10 not be liable for any suits, actions, 35
 11 legal proceedings, claims, demands, 36
 12 damages, costs, expenses and 37
 13 attorney's fees arising out of a willful 38
 14 or negligent act or omission of the 39
 15 City, its officers, agents, servants and 40
 16 employees. 41
 17 b) Insurance: The Contractor shall at all 42
 18 times during the Contract maintain in 43
 19 full force and affect Employer's 44
 20 Liability, Workers Compensation, 45
 21 General Liability and Property 46
 22 Damage Insurance, including
 23 contractual liability coverage as 47
 24 provided for herein. All insurance 48
 25 shall be by insurers acceptable to the 49
 26 City. The Contractor shall provide 50

certification evidencing insurance is
 in effect before commencement of
 work. The city must be named as an
 additional insured under Contractor's
 General Liability and Property
 Damage Insurance. The certificates
 shall contain the following express
 obligation:

"This is to certify that the
 policies of insurance described
 herein have been issued to the
 insured for whom this
 certificate is executed and are
 in force at this time. In the
 event of cancellation or
 material change in a policy
 affecting the certificate holder,
 thirty (30) days prior written
 notice will be given to the
 certificate holder."

For the purpose of the Contract, the
 Contractor shall carry the following
 types of insurance in at least the
 limits specified below:

Coverage

- Workmen's Compensation
- Employer's Liability
- Bodily Injury Liability
- Except Automobile
- Property Damage Liability
- Except Automobile
- Automobile Bodily Injury Liability

- Automobile Property Damage Liability
- Excess Umbrella Liability

Limits of Liability

- Statutory
- \$1,000,000
- \$1,000,000 each occurrence
- \$2,000,000 aggregate
- \$1,000,000 each occurrence
- \$1,000,000 each occurrence
- \$1,000,000 each person
- \$2,000,000 each occurrence
- \$1,000,000 each occurrence
- \$1,000,000 each occurrence

51 c) Licenses: The Contractor shall obtain
 52 all licenses and permits (other than
 53 the license and permit granted by the
 54 Contract) necessary to perform the
 55 services required of Contractor by
 56 this ordinance.

57 d) Equipment: The Contractor shall
 58 maintain and operate its collection
 59 system and equipment in order to
 60 render competent and efficient
 61 service subject to the terms of this
 62 Contract. All equipment, including

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| 1 | motor vehicles and trucks necessary | 47 |
| 2 | for the performance of this franchise | 48 |
| 3 | shall be in good condition and repair. | 49 |
| 4 | The trucks used in collection of | 50 |
| 5 | garbage shall be all metal, with | 51 |
| 6 | completely enclosed "packer" type | 52 |
| 7 | bodies that are designed and | 53 |
| 8 | manufactured for the collection of | 54 |
| 9 | garbage and rubbish. Said collection | 55 |
| 10 | vehicles shall be painted and | 56 |
| 11 | numbered and shall have | 57 |
| 12 | Contractor's name and telephone | 58 |
| 13 | number painted in letters of a | 59 |
| 14 | contrasting color on each side of the | 60 |
| 15 | vehicle in a size and type so as to be | 61 |
| 16 | easily readable from a distance of 50 | 62 |
| 17 | feet. All vehicles shall be kept in a | 63 |
| 18 | clean and sanitary condition. | 64 |
| 19 | e) Service Required of Contractor: As a | 65 |
| 20 | minimum, the Contractor shall | 66 |
| 21 | provide for the following services | 67 |
| 22 | within the corporate limits of the | 68 |
| 23 | City of Clifton, Texas : | 69 |
| 24 | i) Residential services: Residential | 70 |
| 25 | curbside refuse collection and | 71 |
| 26 | disposal (twice per week of | 72 |
| 27 | back- of-truck pickup of bagged, | 73 |
| 28 | bundled, cart, or garbage can | 74 |
| 29 | waste) | 75 |
| 30 | ii) Commercial Services: All | 76 |
| 31 | commercial establishments and | 77 |
| 32 | business operations in the City | 78 |
| 33 | are required to have solid waste | 79 |
| 34 | collection and disposal service. | 80 |
| 35 | (1) Commercial service will be | 81 |
| 36 | available for either "hand | 82 |
| 37 | pick up" or by commercial or | 83 |
| 38 | industrial containers. | 84 |
| 39 | (2) All commercial or industrial | 85 |
| 40 | containers will be supplied by | 86 |
| 41 | the Contractor. | 87 |
| 42 | (3) Each commercial | 88 |
| 43 | establishment and business | 89 |
| 44 | operation is responsible for | 90 |
| 45 | insuring that the size of | 91 |
| 46 | container and number of | 92 |

times of service are adequate to meet the solid waste collection needs of the business and to assure that no "overflow" situations occur.

(4) The schedule of fees for commercial hand pickups, commercial or industrial containers for solid waste collection for commercial and business operations in the City are attached as Exhibit A.

(5) All commercial customers must have an adequate number of contractor owned containers to accommodate all waste set out for collection.

(6) Any commercial/industrial customer that generates non-compactable waste such as but not limited to, sawdust, wood scraps, animal feed, construction debris, fencing materials, carpet, baled material, etc. will be required to utilize a roll-off container for disposal of these items and pay the rates bid in Exhibit A.

iii) Optional Recycling Service:

(1) Contractor will provide a 20 yard roll-off to be used for monthly recycled materials collection at the City facility east of town used for collection and burning plant matter.

(2) This service is to be priced separately and may be terminated by the City with 30 days notice if it fails to meet expectations of the City Council.

f) Construction Debris : Construction

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| 1 | debris collection and removal are | 47 | the City's facility east of the City |
| 2 | excluded from the exclusive grant of | 48 | off FM 219 at no charge to the |
| 3 | authority. | 49 | resident, for burns as authorized |
| 4 | i) To assure proper disposal, debris | 50 | by TCEQ. |
| 5 | shall not be removed by the | 51 | v) Contractor shall discontinue |
| 6 | building contractor or third party | 52 | garbage collection service at any |
| 7 | as a part of regular residential or | 53 | residential unit upon fax or email |
| 8 | commercial service unless the | 54 | notice from the City. Upon |
| 9 | building contractor obtains a City | 55 | further notification by the City |
| 10 | permit that certifies compliance | 56 | the Contractor shall resume |
| 11 | with the laws of the Federal | 57 | collection on the next regularly |
| 12 | Government and State of Texas | 58 | scheduled collection day. City |
| 13 | and/or the rules, regulations and | 59 | shall be solely responsible for |
| 14 | standards established or to be | 60 | any claims, suits, damages, |
| 15 | established by the Federal | 61 | liabilities or expenses resulting |
| 16 | Government and the Texas | 62 | from Contractor's discontinuance |
| 17 | Commission on Environmental | 63 | of service at any location at the |
| 18 | Quality. The permit application | 64 | direction of the City. |
| 19 | form with instructions is attached | 65 | vi) In the event the Contractor for |
| 20 | as Exhibit B. | 66 | any reason after being notified by |
| 21 | ii) Debris may be removed on an | 67 | fax or email shall fail to make |
| 22 | agreement between the owner | 68 | any garbage pickup or collection; |
| 23 | and the Contractor with payment | 69 | then the City, without further |
| 24 | being made directly to the | 70 | notice, may cause the same to be |
| 25 | Contractor. | 71 | picked up and disposed of and |
| 26 | g) Other Provisions | 72 | shall deduct or bill to the |
| 27 | i) To minimize excessive damage | 73 | Contractor the charges therefore. |
| 28 | to edges of the City's residential | 74 | vii) Contractor shall maintain an |
| 29 | streets by heavy vehicles, | 75 | office through which it may be |
| 30 | Contractor's vehicles shall limit | 76 | contacted. It shall be staffed |
| 31 | passage closer than 4 feet to the | 77 | with sufficient competent |
| 32 | edges of paved streets. | 78 | personnel to handle calls and |
| 33 | ii) For the two weeks following | 79 | inquiries from 8:00 a.m. to 5:00 |
| 34 | Christmas, Contractor will | 80 | p.m., Monday through Friday . |
| 35 | provide curbside pickup and | 81 | viii) In the event that a resident |
| 36 | disposal of Christmas trees. | 82 | may desire service not |
| 37 | iii) When an emergency is declared | 83 | contemplated by the ordinance, |
| 38 | by the mayor, Contractor shall | 84 | independent arrangements should |
| 39 | provide availability and rates for | 85 | be made with the Contractor. |
| 40 | roll-off containers for emergency | | |
| 41 | waste removal, such as storm | 86 | h) Holiday Schedule: The following |
| 42 | damage, but is not assured of | 87 | holidays will be observed by the |
| 43 | exclusivity. | 88 | Contractor and services will not be |
| 44 | iv) The City allows Clifton residents | 89 | furnished on these days: New Year's |
| 45 | to dispose of brush, trees and | 90 | Day (January 1), Memorial Day |
| 46 | parts of trees, and yard waste at | 91 | (Last Monday in May), |

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| 1 | Independence Day (July 4), Labor | 46 |
| 2 | Day (first Monday in September) | 47 |
| 3 | Thanksgiving Day (Last Thursday in | 48 |
| 4 | November), Christmas Eve and | 49 |
| 5 | Christmas Day (December 24 & 25). | 50 |
| 6 | When a garbage collection day falls | 51 |
| 7 | on one of the above holidays, then | 52 |
| 8 | garbage pickup will be made on the | 53 |
| 9 | next regular collection day following | 54 |
| 10 | the holiday. | 55 |
| | | 56 |
| 11 | 8) Disposal of waste: Contractor shall have | 57 |
| 12 | the responsibility of the disposal of all | 58 |
| 13 | waste collected under this agreement. | 59 |
| 14 | All of waste shall be disposed of in | 60 |
| 15 | compliance with the laws of the Federal | 61 |
| 16 | Government and State of Texas and/or | 62 |
| 17 | the rules, regulations and standards | 63 |
| 18 | established or to be established by the | 64 |
| 19 | Federal Government and the Texas | 65 |
| 20 | Commission on Environmental Quality. | 66 |
| 21 | 9) Responsibilities of City: the City shall | 67 |
| 22 | have the following responsibilities under | 68 |
| 23 | this franchise contract: | 69 |
| 24 | a) To advise Contractor monthly of any | 70 |
| 25 | additions or deletions to the list of | 71 |
| 26 | residential, commercial and | 72 |
| 27 | industrial units from whom | 73 |
| 28 | collections are made or to be made. | 74 |
| 29 | b) To notify Contractor of any | 75 |
| 30 | complaints of Contractor's failure to | 76 |
| 31 | collect waste or other problems. | 77 |
| 32 | 10) Responsibilities of the Property | 78 |
| 33 | owner/Occupant/Customer: | 79 |
| 34 | a) All waste must be packaged as | 80 |
| 35 | described in this ordinance. The | 81 |
| 36 | Contractor may decline to collect | 82 |
| 37 | solid waste not in a garbage can, | 83 |
| 38 | residential cart, bag, or properly | 84 |
| 39 | bundled. | 85 |
| 40 | b) Location of Garbage Cans, | 86 |
| 41 | Residential Containers, Bags and | 87 |
| 42 | Bundles for Collection: | 88 |
| 43 | (1) Garbage cans, residential | 89 |
| 44 | carts, bags and bundles must | 90 |
| 45 | be placed at curbside | 91 |

locations for collection.
Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways.

(2) Garbage cans, residential carts, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

(3) When construction work is being performed in the right-of-way, garbage cans, residential carts, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle.

c) All dead animal waste must be double bagged, weigh less than 20 pounds, and be placed at curbside.

d) Contractor may decline to collect any garbage cans, residential carts, bags and bundles not so placed or any residential garbage not in garbage cans, residential carts, bags or bundles.

11) Rates, Collection, Payment:

a) Rates for collection services are attached in Exhibit A. These rates may be adjusted after the first anniversary date of the contract. Contractor shall give sixty (60) days notice of such rate adjustment.

b) Contractor may apply to the Council annually for adjusted rates charges after the first anniversary, following sixty (60) days written notice to the City and a presentation to the City Council, on the basis of changes to the seasonally adjusted CPI-U Consumer Price Index, unusual changes in the cost of operations such as revised laws, ordinances or

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| 1 | regulations, and for other reasons. | 47 | the City shall submit documentation |
| 2 | The Council will consider and | 48 | to support the monthly calculation of |
| 3 | approve none, some, or all of the | 49 | total sales, retainage to the City for |
| 4 | application. Contractor may choose | 50 | billing & collections service charge, |
| 5 | to terminate this agreement with six | 51 | and sales tax. |
| 6 | months' written notice following | 52 | h) The City is responsible for remitting |
| 7 | Council's decision on rate | 53 | the sales tax to the State. |
| 8 | adjustments. The Contractor shall be | 54 | 12) Complaints: Complaints received by the |
| 9 | entitled to "pass through" taxes, fees | 55 | City concerning solid waste collection |
| 10 | or other impositions of any | 56 | will promptly be reported to Contractor. |
| 11 | governmental or regulatory entity | 57 | Contractor shall promptly respond to |
| 12 | placed upon or charged against the | 58 | complaints received and report the |
| 13 | business or activity of collection and | 59 | investigation results and/or corrective |
| 14 | disposal of solid waste to the extent | 60 | actions taken to the City. |
| 15 | Contractor is affected or liable for | 61 | 13) Other Provisions: |
| 16 | them. | 62 | a) Interruption in Service: In the event |
| 17 | c) City shall bill and collect from all | 63 | the collection and disposal of |
| 18 | residential, commercial and | 64 | garbage shall be interrupted for any |
| 19 | industrial customers in the City. | 65 | reason for more than forth-eight (48) |
| 20 | d) All customers, including the City, | 66 | hours as a result of a willful or |
| 21 | will be billed the monthly rates | 67 | negligent act or omission of |
| 22 | detailed in Exhibit A. | 68 | Contractor, the City shall have the |
| 23 | e) Residences located outside of the | 69 | right to make temporary independent |
| 24 | corporate limits of the City may | 70 | arrangements for the purpose of |
| 25 | subscribe to solid waste collection | 71 | continuing this necessary service to |
| 26 | with Contractor and be billed for | 72 | its citizens in order to provide and |
| 27 | such service directly by the | 73 | protect the public health and safety. |
| 28 | Contractor. | 74 | An exception for not providing |
| 29 | f) The City shall calculate the amount | 75 | regularly scheduled service to certain |
| 30 | of solid waste collection service fees | 76 | locations would be hazardous |
| 31 | and bill residential, commercial and | 77 | conditions in which case a report will |
| 32 | industrial customers and bill | 78 | be made to the City and service shall |
| 33 | customers monthly. The City will | 79 | resume when the hazardous |
| 34 | retain 18.6% of the total fees | 80 | condition is rectified. City and |
| 35 | collected. This retainage is for billing | 81 | Contractor agree that Contractor |
| 36 | & collections services and includes | 82 | shall not be responsible or liable in |
| 37 | revenue to offset charges for solid | 83 | any way for damages by fire, flood, |
| 38 | waste containers used for City | 84 | earthquake or act of God. |
| 39 | cleanup events and at City facilities | 85 | b) Excessive Interruption in Service: If |
| 40 | including City Hall, Armory, City | 86 | the interruption in service mentioned |
| 41 | parks, maintenance yard, water plant, | 87 | in the paragraph next above |
| 42 | and food bank/clothes closet. | 88 | continues for a period of seven (7) |
| 43 | g) The City shall remit monthly to the | 89 | days as a result of a willful or |
| 44 | Contractor the collections less sales | 90 | negligent act or omission of |
| 45 | tax and service charges to the City. | 91 | Contractor, then City shall have the |
| 46 | With the remittance to the Contractor | 92 | right to terminate the rights and |

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| 1 | privileges granted in this contract. | 45 | whole or in part by the Contractor |
| 2 | City and Contractor agree that | 46 | without the express written consent |
| 3 | Contractor shall not be responsible | 47 | of the City, the assignee shall assume |
| 4 | or liable in any way for damages | 48 | the liability of the Contractor. |
| 5 | caused by fire, flood, earthquake, or | 49 | e) Severability: If any section, sentence, |
| 6 | act of God. | 50 | clause, paragraph or portion of this |
| 7 | c) Termination: If at any time the | 51 | agreement shall, for any reason be |
| 8 | Contractor shall fail to perform any | 52 | declared illegal or invalid, such |
| 9 | of the terms, covenants or conditions | 53 | invalidity shall not affect the |
| 10 | herein set forth, City may, after a | 54 | remaining provisions thereof. |
| 11 | hearing as described herein, revoke | 55 | f) Authority to execute: The Mayor is |
| 12 | and cancel the contract. The hearing | 56 | authorized to execute this contract on |
| 13 | prerequisite to such revocation shall | 57 | behalf of the City of Clifton, Texas. |
| 14 | not be held until notice of such | 58 | g) In the event that the City is required |
| 15 | hearing has been given to Contractor | 59 | to take any legal action to enforce |
| 16 | by certified mail, addressed to | 60 | the terms and conditions of this |
| 17 | Contractor at the address to be | 61 | agreement because of the breach of |
| 18 | shown in the contract, and a period | 62 | or failure to perform any term or |
| 19 | of at least twenty (20) working days | 63 | condition by the Contractor, the |
| 20 | has elapsed since the mailing of such | 64 | Contractor agrees to pay all costs |
| 21 | notice. The notice shall specify the | 65 | expended by the City including |
| 22 | time and place of the hearing and | 66 | reasonable attorney fees. |
| 23 | shall include the reasons for | 67 | h) In the event of a natural disaster |
| 24 | revocation of the contract. The | 68 | (defined as a storm, flood or tornado) |
| 25 | hearing shall be conducted in public | 69 | wherein the City is declared a |
| 26 | by the City and Contractor will be | 70 | disaster area by the State or Federal |
| 27 | allowed to be present and be given | 71 | government, City shall have the right |
| 28 | full opportunity to answer such | 72 | to dispose of rubbish and trash and |
| 29 | charges and allegations as are | 73 | will attempt in good faith to use |
| 30 | outlined against him in the notice. If, | 74 | Contractor's facilities if they can be |
| 31 | after the hearing is conducted, the | 75 | used at the same or lower costs than |
| 32 | City shall determine that the charges | 76 | other methods available to the City. |
| 33 | and allegations set forth in the notice | 77 | This provision shall also apply to the |
| 34 | are affirmed by the facts presented at | 78 | disposal of any rubbish or trash |
| 35 | the hearing, they may revoke and | 79 | resulting from severe weather or |
| 36 | cancel the contract and the same | 80 | fires of a lesser degree than a natural |
| 37 | shall be null and void. Any appeal of | 81 | disaster. |
| 38 | the City's revocation of this contract, | 82 | i) Notices: Where written notices are |
| 39 | if appealed to a court of jurisdiction, | 83 | provided for in this agreement, same |
| 40 | shall be decided by the court by the | 84 | shall be sufficient to notify |
| 41 | Substantial Evidence Rule. | 85 | Contractor if mailed certified mail to |
| 42 | d) Assignment: No assignment of | 86 | the City Secretary, City of Clifton, |
| 43 | Franchise Contract or any right | 87 | P.O. Box 231, Clifton, Texas 76634. |
| 44 | accruing hereunder shall be made in | | |

APPROVED this day of _____

CITY OF CLIFTON, BOSQUE COUNTY, TEXAS

By:

Mayor

CONTRACTOR

By:

Title

Exhibit A – Rate List

| Residential Rates | Fee Paid Per Unit Per Month by Customers |
|--|---|
| Residential curbside refuse collection and disposal (twice per week of back- of-truck pickup of bagged, bundled, cart, or garbage can waste) | \$14.29 |
| Residential monthly rental for 95 gallon cart | \$1.50 |

| Commercial Rates | Lifts per Week | | | | | |
|---|-----------------------|----------|----------|----------|----------|--------------|
| | 1 | 2 | 3 | 4 | 5 | Extra |
| Commercial Hand Load (Carts required)* | \$19.75 | \$39.49 | \$59.24 | \$78.98 | \$98.73 | \$9.87 |
| 2 Yard Dumpster | \$67.82 | \$135.63 | \$203.45 | \$271.26 | \$339.08 | \$33.91 |
| 3 Yard Dumpster | \$73.47 | \$146.94 | \$220.41 | \$293.88 | \$367.35 | \$36.73 |
| 4 Yard Dumpster | \$90.43 | \$180.86 | \$271.29 | \$361.72 | \$452.19 | \$45.22 |
| 6 Yard Dumpster | \$118.69 | \$237.38 | \$356.07 | \$474.76 | \$593.45 | \$59.35 |
| 8 Yard Dumpster | \$175.21 | \$350.42 | \$525.62 | \$700.83 | \$876.04 | \$87.60 |
| Locking Bars | \$ 11.00 | \$22.00 | \$33.00 | \$44.00 | \$55.00 | - |

*all refuse must be containerized within Eagle carts only – requirement due to the differing volumes at the curb, coupled with the need to reduce scattered and blowing trash around town. On site audit in August 2010 showed volumes ranged from one bag or can to some that could fill a 3 yard dumpster (some locations could not use a dumpster due to location in narrow alleys).

| | |
|---|----------|
| Commercial Hand pickup (1-10 bags per week) | \$175.21 |
|---|----------|

| Roll Off Container Equipment | Delivery Fee | Rental | Haul charge | Disposal Fee |
|--|---------------------|---------------|--------------------|---------------------|
| 20 Cu Yard Roll Off for temporary use | \$220 | \$5.50/day | \$286 | \$44/ton |
| 30 Cu Yard Roll Off for temporary use | \$220 | \$5.50/day | \$286 | \$44/ton |
| 40 Cu Yard Roll Off for temporary use | \$220 | \$5.50/day | \$286 | \$44/ton |
| 20 yard roll-off for sewer sludge from the City wastewater treatment plant (long-term) | \$220 | \$165/month | \$286 | \$44/ton |

Exhibit B – City of Clifton Debris Disposal Application & Permit

To assure proper disposal, debris shall not be removed by a building contractor or third party unless the building contractor or property owner obtains a City permit that certifies compliance with the laws of the Federal Government and State of Texas and/or the rules, regulations and standards established or to be established by the Federal Government and the Texas Commission on Environmental Quality.

Certification

The persons signing below certify that the person/business collecting and disposing of debris at the specified site complies with the laws, rules, regulations and standards governing collection, transportation, and disposal of solid waste established by the Federal Government, the State of Texas and the Texas Commission on Environmental Quality.

_____ (person and company where applicable) _____

Application Date: _____

Building Contractor (printed) _____

Building Contractor (signature) _____

Property Owner (printed) _____

Property Owner (signature) _____

Permit Issued Date: _____

City Secretary (printed) _____

City Secretary (signature) _____