

EXCLUSIVE CONTRACT FOR SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES FOR
THE TOWN OF TROPHY CLUB, TEXAS

THIS EXCLUSIVE CONTRACT FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES FOR THE TOWN OF TROPHY CLUB, TEXAS (the "Agreement") is entered into effective this 11th day of August 2020, between The Town of Trophy Club, Texas, a home rule municipal corporation Of Denton County and Tarrant County, Texas (the "Town"), and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth ("Contractor").

RECITALS

WHEREAS, Contractor is in the business of providing Solid Waste and Recyclable Materials collection, transportation and disposal services; and

WHEREAS, the Town desires to engage Contractor, and Contractor desires to be engaged, as the exclusive provider of Solid Waste and Recyclable Materials collection, transportation and disposal services for all Customers requiring such service within the geographical limits of the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, received to the full satisfaction of each of them, the parties hereby agree as follows:

- A. Definitions: For purposes of this Agreement, the following terms have the meanings specified below:
1. Agreement: Has the meaning specified in the introductory paragraph of this document.
 2. Brush: Any limbs, branches, construction materials and other items, which cannot be placed into disposable containers but have been cut so as not exceed four feet in length.
 3. Bulky Items or Bulky Waste: Stoves, refrigerators that have had CFC's removed by a certified technician, water tanks, washing machines, furniture, and other large household items of a similar nature other than construction debris, dead animals, or hazardous waste
 4. Commercial Containers: All metal containers supplied by the contractor affording adequate capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
 5. Customer: Any residential, commercial, industrial, or governmental institution, enterprise or concern of any nature, form or combination, whether or not operated for a profit located within the geographical limits of the Town.

6. Construction Debris: Waste building materials resulting from construction, remodeling, repair and demolition operations on pavements, buildings and other structures, provided, however,
7. Construction Debris: Shall not include asbestos containing materials.
8. Container: Means (i) a metal or plastic container supplied by Contractor; or (ii) plastic bags, cardboard, metal or wooden boxes having no outside dimension of more than four feet, no larger than thirty-three gallons in capacity and capable of containing Solid Waste without leaking or emitting odors and that weigh, when loaded, less than 50 pounds.
9. Contractor: Has the meaning specified in the introductory paragraph of this Agreement.
10. Debris: All dirt, concrete, rocks, bricks or other waste building materials.
11. Hazardous Waste: Means (i) petroleum and petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain polychlorinated biphenyls, and radon gas; and (ii) any other chemicals, materials or substances defined as or included in the definition of "hazardous materials," "hazardous wastes," "hazardous substances," "toxic wastes," "toxic pollutants," "contaminates," "pollutants," "infectious wastes," "medical wastes," "radioactive wastes," "sewage sludges" or words of similar import under any applicable environmental law.
12. Recyclable Materials: Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials and which materials Contractor can sell for processing and use or reuse, including newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.
13. Solid Waste: All waste generated by any Customer, including Construction Debris, Special Waste, Bulky Waste and Yard Waste, but excluding, however, Hazardous Waste.
14. Special Waste: Soils; media; debris or other material resulting from underground storage tank removal or from other contaminated site remediation or investigation; manufacturing or industrial process waste; sludges; asbestos waste; powders; ashes; pollution control waste; any waste designated as "special waste" or similarly under any applicable law or so designated by Contractor by general description; or any waste that requires other than nominal handling, storage, management, transfer or disposal.

15. Town: Has the meaning specified in the introductory paragraph of this Agreement.
 16. Yard Waste: Grass clippings, yard cleanings, leaves, tree limbs and branches that have been cut so as not exceed four feet in length, and other similar items.
- B. Term: The term of this Agreement shall be for a five-year period beginning June 1, 2020 and ending on May 31, 2025. The term may be extended for an additional five year period, on the same terms and conditions as set forth in this Agreement, by mutual consent of the parties, each expressed in writing and given at least 60 days before the end of the term.
- C. Scope of Work / Exclusive Right: The Town hereby grants to Contractor the exclusive right during the term of this Agreement to collect, transport and dispose of Solid Waste and Recyclable Materials from all Customers located within the geographical limits of the Town. The Town represents and warrants that it has the authority to grant such exclusive right as set forth in this Agreement. Contractor shall provide all services necessary to perform its duties as more specifically described herein. Such work shall be performed in accordance with the terms and conditions outlined in this Agreement.
- D. Service Operations and Performance
1. Frequency of Service; Routes: Contractor shall collect Solid Waste from each residential Customer at least twice per week. Contractor and each commercial or industrial Customer shall agree on the frequency of collections; provided however, that such collection shall be at least one (1) time per week. Contractor shall provide the Town with proposed collection schedules and routes, including any amendments thereto, for acceptance by Town. Such acceptance shall not be unreasonably withheld. Primary collection days for solid waste collection shall be Tuesday and Friday and primary collection day for collection of Recyclable Material shall be Friday unless otherwise agreed to in writing by the parties hereto.
 2. Holidays: Thanksgiving Day, Christmas Day, New Year's Day shall be holidays for the purposes of this Agreement. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection services for the holiday, but such decision in no manner relieves the contractor of its obligation to provide refuse and recyclable materials collection at residential units at least one time per week.
 3. Hours of Service: Contractor shall provide services for residential customers between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. No collections will be made on Sunday unless approved in advance by the Town.
- E. Office and Field Employee Requirements: Contractor shall maintain an office that customers and the Town may contact by local telephone exchange. The office shall be equipped with sufficient personnel and equipment to respond to customer inquiries between 8 a.m. and 6 p.m., Monday through Friday and 8 a.m. through 12 p.m. on Saturday. All inquiries and complaints received by Contractor will be responded to within 24 hours. The contractor shall keep a complaint log in a format agreed upon by the parties that may be

reviewed by the Town at any time. Such log shall include name, address, phone number, type of complaint, time and date, resolution and response time and date of response.

All field employees of the contractor shall wear uniforms identifying them as employees of Contractor. Employees driving the Contractor's vehicles shall, at all times, possess and carry a valid Class B vehicle operator's license from the State of Texas or other such license as required by law. Contractor's employees, officers and agents shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the Town of Trophy Club. The Contractor shall prohibit the drinking of alcoholic beverages or the use of controlled substances by employees while on duty or in the course of performing duties under this Agreement. Contractor shall also prohibit its employees from looking through or opening Solid Waste Containers while on duty or in the course of performing duties under this Agreement, except that such conduct may be allowed when necessary for Contractor's employees to perform their duties under this Agreement.

- F. **Damage / Property Loss:** Contractor shall make repairs wherever its vehicles or equipment cause ruts or other damage by leaving paved surfaces or other such circumstances. Contractor shall be held responsible for any breakage, damage, or loss of the Town's equipment or supplies resulting from negligence of the Contractor or his/her employees, agents, representatives or subcontractors while performing services under this Agreement. Contractor shall immediately report to the Town Manager any such damages or loss. If, at any time the Town has reason to believe such conditions resulted from acts or omissions on the part of Contractor or his/her employees, agents, representatives or subcontractors, Contractor agrees to submit all involved personnel to a polygraph examination performed by a designated authority.
- G. **Containers:** Contractor shall supply each commercial and industrial Customer with a Commercial Container appropriate to the needs of the establishment, as agreed upon by the Customer and Contractor. If a Container is damaged (including graffiti or other vandalism) without fault of Contractor, Contractor may charge the applicable Customer to repair or, if necessary, replace the Container. Contractor shall provide (or has previously provided) each residential Customer with a recycling Container, which shall be dedicated solely to the collection of Recyclable Materials. Contractor shall be entitled to charge the Customer for replacement of any recycling Container that is lost, stolen or destroyed after a residential Customer is initially provided a recycling Container.
- H. **Collection of Residential Waste:** Each Customer shall be responsible for placing Containers in a location that can be serviced in a safe and efficient manner. Residential Customers shall place Containers at the curb for collection. Contractor shall collect all items placed at the curb for collection, provided that such Solid Waste is either:
 - 1. Containerized in a plastic bag of 50 pounds or less in weight; or
 - 2. Placed in a container supplied by the resident; or
 - 3. If such materials are Yard Waste, cut and tied in bundles not to exceed four feet in length and 50 pounds in weight. Contractor shall collect fencing materials, except 1

by residential Customers resulting from repair and remodeling projects, provided that fence panels must be cut into four-foot by four-foot sections and loose pickets must be tied and bundle and cut to a length not to exceed six-feet in length. Contractor shall also collect construction materials that are either

- a. Placed in container not to exceed 50 pound in weight; or
 - b. Cut and tied in bundles not to exceed four feet in length and 50 pounds in weight. Contractor shall comply with all applicable federal and state regulations and laws applicable to the services to be provided pursuant to this Agreement.
- I. Collection of Bulky Waste: Contractor shall collect Bulky Waste from residential Customers at no additional cost to the Customer on regular service days.
 - J. Collection of Special Waste: Contractor shall have no obligation to collect any Special Waste unless such has been adequately and properly screened and profiled and Contractor determines that Contractor can dispose of such Special Waste in its disposal facility in accordance with applicable law and Contractor's operating policies and procedures.
 - K. Collection of Recyclable Materials: Contractor shall collect Recyclable Materials from residential Customers that are placed at the curb in the provided recycling Containers. Recycle containers shall be provided at no charge to resident. Contractor shall collect Recyclable Materials at least weekly from each residential Customer on one of the days scheduled for Solid Waste collection. Town has the option to request a pilot program for 65 gallon carts during the term of the agreement.
 - L. Monthly Recycling Reports: Contractor shall provide Town with monthly recycling reports within five (5) days from the end of the period being reported which will include summaries of tonnages of all materials recovered, by type of material, summaries of tonnages of all materials sold, by type of material, material market prices, resident participation rates in terms of weekly and monthly set-out counts with a description of the method used to determine these rates, and other information provided by mutual consent of both parties.
 - M. Collection from Town Facilities: Contractor shall collect Solid Waste from facilities owned by the Town. Contractor shall not charge for collection, transportation and disposal of waste at Town owned facilities; provided, however, such no charge collection shall not include collection, transportation and disposal of industrial waste, Special Waste or Construction Debris resulting from public works and other construction projects. One 30-yard container per year will be provided to the Town at no cost for 4th of July events. In addition, twice each year of the term of this Agreement, Contractor shall provide five 30-yard roll off containers at no cost to the Town for the purpose of allowing residential Customers to dispose of accumulated household trash, yard trash, and loose brush (in accordance with Town's ordinances) which is not normally removed by Contractor's regular collection services. The Town and Contractor shall agree upon the dates for such service. Any additional containers in excess of the eleven (11) 30-yard roll off containers per year will be charged at Contractor's regular rate. Contractor shall supply a maximum of 500 (500)

containers or event boxes which shall be of the eighty (80) to one hundred (100) gallon size. Such containers or boxes shall be supplied a maximum of three times per year for special events and shall be supplied at no charge to the Town.

- N. Collection Equipment: All of Contractor's vehicles shall be licensed in the State of Texas and shall operate in compliance with all applicable state, federal, and local regulations. All vehicles shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of Contractor plainly visible on the vehicle, in letters and numbers not less than two inches in height. All vehicles shall be sufficiently secured so as to prevent any littering of Solid Waste and leakage of fluid. No vehicle shall be willfully overloaded. Contractor will be responsible for cleaning up any Solid Waste that spills or is scattered from Contractor's vehicles. Contractor shall, if necessary, hand clean all spillage from its collection activities. Spillage not resulting from collection or due to improper or inadequate Containers or overfilling of Containers shall either be picked up or promptly reported to the Town. All open type collection vehicles shall be covered during movement. All collection vehicles shall be washed and deodorized weekly. The Town reserves the right to inspect all such vehicles at any time. If the Town's inspector determines the vehicles or equipment to be offensive or unsafe, Contractor shall repair, clean or deodorize the vehicles or equipment at Contractor's sole expense.
- O. Discontinued Service: Contractor reserves the right to discontinue service to any Customer that fails to comply with any requirement of this Agreement, including failure to pay for services rendered, or providing other than Solid Waste to Contractor for collection. Contractor shall report to the Town the termination or denial of service to any Customer and provide information related to termination or denial. Any Customer that has been denied service or whose service has been discontinued for any reason other than nonpayment may appeal the decision to the Town. The Town shall determine whether the service should be reinstated and submit its decision to Contractor; provided, however, that in no event shall Contractor be obligated to reinstate service if it has not been paid for services rendered.
- P. Missed Collections: If a regularly scheduled collection is missed by Contractor through no fault of the Customer, a special collection will be required of Contractor within twenty-four (24) hours after Contractor is notified on the missed collection. Should a dispute arise between the Town, Contractor, and/or a Customer as to whether Contractor actually failed to make a collection (whether Contractor missed a pickup) the decision of the Town on such matter shall be final and Contractor agrees to abide by said decision. However, it is understood and agreed by and between the Town and Contractor that if any Customer fails to timely place brush or Containers out, maintains improper or inadequate Containers for the nature, volume or weight of Solid Waste to be removed from the Customer's premises, or places improper bundles or volumes of Solid Waste for collection, Contractor may refrain from collecting all or a portion of Solid Waste and shall notify the Town of the reason for such non-collection. Contractor may refuse to collect the contents of any Container that contains any material that is not Solid Waste. Contractor shall provide notice to the Customer of the reason for such non-collection (unless such non-collection is the result of the Customer's failure to timely place the Containers out for collection). Contractor's notice to the Customer shall be in writing, attached to the Container or the front door of the Customer's premises and shall indicate the nature of the violation and the correction required so that such Solid Waste may then be collected on the next regular collection date. If Contractor fails to collect the Solid Waste from a Customer's premises without cause, Contractor shall collect such Solid Waste within 24 hours after a notification by the Customer.

- Q. Telephone Number: Contractor shall maintain a local or toll-free telephone number where service may be applied for and complaints can be made. The telephone number shall be staffed between 8:00 a.m. and 6:00 p.m., Monday through Friday, and 8:00 a.m. through 12:00 p.m. on Saturday.
- R. Complaints: All complaints received by Contractor will be responded to within 24 hours. Contractor will maintain and make available to the Town a log of all complaints that will record the name, address, phone number, type of complaint, time and date, resolution and response time and date of response. The Town shall notify Contractor of any complaints it receives by the next regular work day after receipt of the complaint.
- S. Weather Days: If weather conditions make a scheduled collection unsafe, Contractor shall use its commercially reasonable efforts to collect any missed stops as soon as practicable.
- T. Holidays: Contractor shall observe the following holidays as non-collection days: New Years' Day; Thanksgiving Day; and Christmas Day. When a collection day is missed due to the Holiday schedule, Contractor will collect Solid Waste for such missed day on the following day.
- U. Title: Title to Solid Waste and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicles. Title to waste that is not Solid Waste shall remain with the Customer and shall not be deemed to pass to Contractor.
- V. Permits: Contractor shall obtain all permits and licenses required in connection with the services to be performed by Contractor pursuant to this Agreement.

Rates: Contractor shall perform the services required hereunder at the rates set forth on Exhibit "A", a copy of which is attached hereto and incorporated herein. The rates set forth on Exhibit "A" for Solid Waste collection and disposal shall be fixed for the first one year of the term of the Agreement. Thereafter, the rates for Solid Waste collection and disposal shall be adjusted annually during the term of this Agreement. By the percentage increase, if any, in the Consumer Price Index for Water/Sewer/Trash, the increase shall not exceed four (4) percent. If the specified index ceases to be available, the parties shall use the most closely comparable index then available.

W. Billing

1. Residential Customers: The MUD shall bill all residential customers, and shall pay Contractor on a monthly basis in accordance with this section. The MUD shall make such payment to Contractor by the 15th of the month following the month service was rendered, the Town is responsible to oversee all payments to Contractor. Contractor shall be entitled to payment for all services for which payment has been billed by the MUD less the franchise fee due hereunder due Town in accordance with subsection "c" of this Section. The MUD shall pay to Contractor the net service charge less an twelve percent franchise fee. Along with this payment, the MUD shall provide monthly the count of all residential Customers billed
2. Other Customers: Contractor shall bill all Customers, other than residential Customers. Contractor shall pay the Town a fee equal to twelve percent of the revenues actually collected from Customers billed by Contractor. Such payment shall be due on or before the 15th of the month following the month service was rendered.

gross amount collected for all services rendered during the preceding month, excluding any sales or other taxes collected. Town reserves the right to audit the billing and payment records of Contractor for all such other customers.

- X. Default by Contractor / Termination: The Town reserves the right to observe closely the refuse collection, disposal, recycling and salvage operations and if, in the opinion of the Town there has been a breach of contract, the Town shall notify the contractor in writing, specifying the manner in which there has been a breach of contract. It shall be an event of default under this Agreement if Contractor fails to observe and perform any material term, covenant or agreement contained in this Agreement to be performed by Contractor and such failure continues for a period of 30 days after notice to Contractor specifying the nature of such failure and requesting that it be remedied. If Contractor fails to cure a default under this Agreement within 30 days after its receipt of notice from the Town, unless during the cure period Contractor has taken remedial steps the effect of which would be to enable Contractor to cure such event of default within an additional 15 day period following the expiration of the 30-day cure period, the Town may, by written notice to Contractor, terminate this Agreement.
- Y. Insurance: Contractor shall maintain in full force and effect throughout the term of this Agreement and including any extension the following types of insurance in at least the limits specified below:
- Z. Bond Required: Contractor shall maintain in full force and effect throughout the term of this Agreement, including any and all extensions, a performance bond in the amount of \$90,000.00 to secure Contractor's faithful performance of all obligations imposed by this Agreement. Such bond shall be issued by a company acceptable to the Town. Recovery on the performance bond shall be the Town's sole and exclusive damages for any breach of Contractor's obligations under this Agreement (other than Contractor's indemnification obligations under Section 10, which shall not be so limited).
- AA. Indemnification

Contractor hereby agrees to indemnify, defend and hold harmless Town and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action arising out of or in connection with the performance of this Agreement, including but not limited to all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property, to the extent occasioned by the negligent error, act or omission of Contractor, including gross negligence or willful misconduct in the performance of its duties hereunder or for breach of this Agreement by Contractor, its officers, agents, employees, subcontractors, invitees or any other person for whom Contractor is legally liable, and Contractor shall at its own cost and expense defend and protect Town from any and all such claims and demands.

In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workman's compensation or other employee benefit acts

BB. General Provisions

1. Governing Law; Dispute Resolution:

- a. The laws of the State of Texas shall govern the validity, construction, interpretation, and effect of this Agreement. Exclusive venue shall lie in Denton County, Texas.
- b. In the event that a dispute arises out of the terms of this Agreement or the performance of either party hereunder, prior to either party filing suit in a court of law, the parties agree to submit the dispute to either two (2) one-half day sessions or one (1) full day session of non-binding mediation. The parties shall share the costs of mediation equally.

CC. Assignment: No assignment of this Agreement or any right under this Agreement shall be made in whole or in part by Contractor without the prior written consent of the Town, which consent shall not be unreasonably withheld; provided, however, Contractor may assign this Agreement to any affiliate of Contractor or as a collateral assignment to any lender to Contractor or any of its affiliates.

DD. Binding Effect; No Third Party Beneficiaries: This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns. Nothing in this Agreement is intended to or shall confer upon any party that is not a party to this Agreement any legal or equitable right, benefit or remedy of any nature whatsoever.

EE. Amendment: This Agreement may not be amended except by a written instrument executed by each party to this Agreement.

FF. Merger Clause: This Agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Agreement if they alter, vary or contradict this Agreement.

GG. Illegal and Invalid Provisions: Should any term, provision or other part of this Agreement be declared illegal it shall be excised and modified to conform to the appropriate laws and regulations. Should any terms, provision, or other part of this Agreement be held to be inoperative, invalid or unenforceable, such provision or portion thereof shall be reformed in accordance with applicable laws and regulations. In both cases of illegal and invalid provisions, the remainder of the Agreement shall not be affected but shall remain in full force and effect.

HH. Compliance with Applicable Law: Contractor shall comply with all applicable federal, state, and local laws and regulations, including all laws and ordinances amended or enacted subsequent to the execution of this Agreement and which are applicable to Contractor's performance or the services provided hereunder.

II. Waivers: A waiver by either party of any breach of any provision hereof shall not be

taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

- JJ. Notices: All notices or other communications required under this Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such party, addressed as follows:

Address for notices to the Town:

Town Manager
1 Trophy Wood Drive
Trophy Club, Texas 76262


Address for notices to Contractor:

6100 Elliot Reeder Road
Fort Worth 76117
Attention: General Manager


- KK. Construction: The headings in this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions. The parties have participated jointly in the negotiation and drafting of this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The word "include" or "including" means include or including, without limitation.

- LL. Counterparts: This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

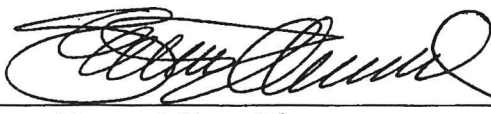
IN WITNESS WHEREOF, the undersigned have entered this Agreement as of the day and year first above written.


Allied Waste Services of Fort Worth, LLC

Date 8/31/2020


Mayor C. Nick Sanders
Trophy Club, Texas

Date August 21, 2020


Steve Norwood, Town Manager
Trophy Club, Texas

Date: 08/25/2020

Allied Waste Services dba Republic Services

Franchised City Rates

Town of Trophy Club

Attachment A

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	\$ 76.92	\$ 149.69	\$ 224.50	\$ 299.32	\$ 374.18	\$ 449.00	\$ 25.85
3 YD	\$ 89.33	\$ 174.50	\$ 261.73	\$ 348.96	\$ 436.19	\$ 523.46	\$ 30.06
4 YD	\$ 101.75	\$ 199.30	\$ 298.95	\$ 398.60	\$ 498.25	\$ 597.91	\$ 34.24
6 YD	\$ 126.55	\$ 248.92	\$ 373.38	\$ 497.85	\$ 622.28	\$ 746.78	\$ 42.57
8 YD	\$ 151.35	\$ 298.56	\$ 447.82	\$ 597.08	\$ 746.39	\$ 895.65	\$ 50.93

COMMERCIAL RECYCLING (OCC ONLY)

SIZE	1 X
6 YD	74.64 OCC per month
8 YD	88.84 OCC per month

COMMERCIAL ROLLOFF RATES

Size	Type	Delivery	Rental Per Day	Total Per Load	Deposit Per Cont
20 YD	OPEN	\$ 115.51	\$ 8.90	\$ 484.50	\$ 337.63
25 YD	OPEN	N/A	N/A	N/A	\$ 337.63
30 YD	OPEN	\$ 115.51	\$ 8.90	\$ 521.16	\$ 337.63
35 YD	OPEN	\$ 115.51	\$ 8.90	N/A	NEGO
40 YD	OPEN	\$ 115.51	\$ -	\$ 657.48	\$ 337.63
28 YD	COMP	NEGO	NEGO	NEGO	NEGO
30 YD	COMP	NEGO	NEGO	NEGO	NEGO
35 YD	COMP	NEGO	NEGO	NEGO	NEGO
40 YD	COMP	NEGO	NEGO	NEGO	NEGO
42 YD	COMP	NEGO	NEGO	NEGO	NEGO

Mud Containers	Per Ton	Monthly Rental	Total per Load
20 YD OPEN	\$ 15.41	\$ 70.07	\$ 274.23

FRANCHISE FEE 12%

Commercial Handload 1 X Per Week \$ 20.16 Per Month (4 bag limit)

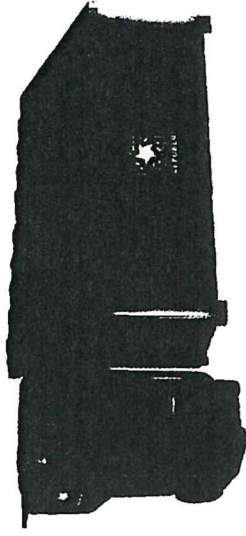
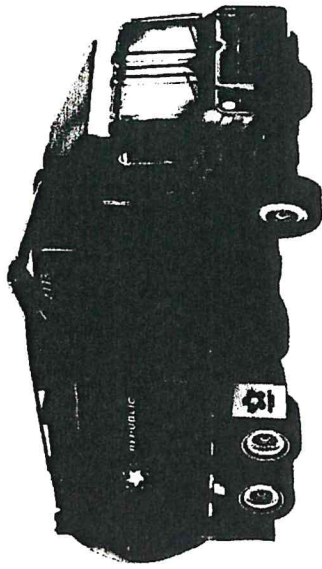
Casters	\$ 34.67 Per Month
Locks	\$ 32.90 Per Month

Extra Yardage \$ 35.00

Residential Curbside Trash	\$ 13.50 Per Month
Residential Recycling (18 Gal Bins)	\$ 4.77 Per Month
Residential & Recycle TOTAL	\$ 18.27 Per Month

EFFECTIVE DATE 8/1/2020

TOWN HALL PHONE # 682-237-2900



Proposed Rates and Service

Jeri Harwell
Municipal Sales Manager

Mike Hue
General Manager

Contract Comparison

Current	Proposed
<ul style="list-style-type: none"> • \$12.37 – Trash • \$ 3.77 – Recycle <ul style="list-style-type: none"> – Includes 12% Franchise Fee • Free Service at all Town Facilities • Free Service at all Town Events <ul style="list-style-type: none"> – Trash and Recycle • Christmas Tree Recycling • Franchise Fee Included in Rates – 12% • No Increase to Trash Rates for Residential or Commercial • Spring/Fall Clean-Ups – 2 hour <ul style="list-style-type: none"> – Household Hazardous Waste (HHW) – Electronics Recycling – Document Shredding – Metal Recycling – Bulk Disposal • Service Provided - Curbside <ul style="list-style-type: none"> – Twice per week trash – bags or customer containers – Once per week recycle – 18 gallon bins (limit 2) 	<ul style="list-style-type: none"> • \$13.50 – Trash • \$ 4.77 – Recycle <ul style="list-style-type: none"> – Includes 12% Franchise Fee • Free Service at all Town Facilities • Free Service at all Town Events <ul style="list-style-type: none"> – Trash and Recycle • Christmas Tree Recycling • Franchise Fee Included in Rates – 12% • 4% Increase to Commercial/Industrial • Increase to Trash Rates for Residential or Commercial – W/S/T CPI Index – no more than 4% • Spring/Fall Clean-Ups – 4 hour <ul style="list-style-type: none"> – Household Hazardous Waste (HHW) – Electronics Recycling – Document Shredding – Metal Recycling – Bulk Disposal • Service Provided - Curbside <ul style="list-style-type: none"> – Twice per week trash – bags or customer containers – Once per week recycle – 18 gallon bins (no limit)

Current
Rates – Includes
Franchise Fee of
12%

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	73.96	143.93	215.87	287.81	359.79	431.73	25.85
3 YD	85.89	167.79	251.66	335.54	419.41	503.33	30.06
4 YD	97.84	191.63	287.45	383.27	479.09	574.91	34.24
6 YD	121.68	239.35	359.02	478.70	598.35	718.06	42.57
8 YD	145.53	287.08	430.60	574.12	717.68	861.20	50.93

COMMERCIAL RECYCLING (OCC ONLY)

SIZE	1 X
6 YD	74.64 per month
8 YD	88.84 per month

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	115.51	8.90	444.25	337.63
25 YD	OPEN	115.51	8.90	494.00	337.63
30 YD	OPEN	115.51	8.90	501.12	337.63
35 YD	OPEN	NEGO	NEGO	586.40	NEGO
40 YD	OPEN	115.51	8.90	657.48	337.63
28 YD	COMP	NEGO	NEGO	NEGO	NEGO
30 YD	COMP	NEGO	NEGO	NEGO	NEGO
35 YD	COMP	NEGO	NEGO	NEGO	NEGO
40 YD	COMP	NEGO	NEGO	NEGO	NEGO
42 YD	COMP	NEGO	NEGO	NEGO	NEGO

MUD CONTAINERS	Per Ton	Monthly Rental	Total per Load
20 YD	OPEN	15.41	70.07
			274.23

FRANCHISE FEE 12%

COMMERCIAL HANDLOAD 1 X PER WEEK @ \$ 20.16 PER MONTH (4 bag limit)

CASTERS \$ 34.67 /PER MONTH
LOCKS \$ 32.90 /LIFT

RESIDENTIAL CURBSIDE TRASH \$ 12.37 /MONTH
RESIDENTIAL RECYCLING (2 Bins) \$ 3.77 /MONTH

RESI & RECYCLE TOTAL: \$ 16.14 /MONTH

Proposed Rates – Includes Franchise Fee of 12%

COMMERCIAL FRONT-LOAD RATES

SIZE	PICKUPS PER WEEK						
	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	\$ 76.92	\$ 149.69	\$ 224.50	\$ 299.32	\$ 374.18	\$ 449.00	\$ 25.85
3 YD	\$ 89.33	\$ 174.50	\$ 261.73	\$ 348.96	\$ 436.19	\$ 523.46	\$ 30.06
4 YD	\$ 101.75	\$ 199.30	\$ 298.95	\$ 398.60	\$ 498.25	\$ 597.91	\$ 34.24
6 YD	\$ 126.55	\$ 248.92	\$ 373.38	\$ 497.85	\$ 622.28	\$ 746.78	\$ 42.57
8 YD	\$ 151.35	\$ 298.56	\$ 447.82	\$ 597.08	\$ 746.39	\$ 895.65	\$ 50.93

COMMERCIAL RECYCLING (OCC ONLY)

SIZE	1 X
6 YD	74.64 OCC per month
8 YD	88.84 OCC per month

COMMERCIAL ROLLOFF RATES

Size	Type	Delivery	Rental Per Day	Total Per Load	Deposit Per Cont
20 YD	OPEN	\$ 115.51	\$ 8.90	\$ 484.50	\$ 337.63
25 YD	OPEN	N/A	N/A	N/A	\$ 337.63
30 YD	OPEN	\$ 115.51	\$ 8.90	\$ 521.16	\$ 337.63
35 YD	OPEN	\$ 115.51	\$ 8.90	N/A	NEGO
40 YD	OPEN	\$ 115.51	-	\$ 657.48	\$ 337.63
28 YD	COMP	NEGO	NEGO	NEGO	NEGO
30 YD	COMP	NEGO	NEGO	NEGO	NEGO
35 YD	COMP	NEGO	NEGO	NEGO	NEGO
40 YD	COMP	NEGO	NEGO	NEGO	NEGO
42 YD	COMP	NEGO	NEGO	NEGO	NEGO

Mud Containers	Per Ton	Monthly Rental	Total per Load
20 YD	OPEN	\$ 15.41	\$ 70.07
			\$ 274.23

FRANCHISE FEE 12%

Commercial Handload 1 X Per Week	\$ 20.16	Per Month (4 bag limit)
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Casters	\$ 34.67	Per Month
Locks	\$ 32.90	Per Month
		Extra Yardage \$ 35.00

Residential Curbside Trash	\$ 13.50	Per Month
Residential Recycling (18 Gal Bins)	\$ 4.77	Per Month
Residential & Recycle TOTAL	\$ 18.27	Per Month