

ORDINANCE NO. 047

**MUNICIPAL SOLID WASTE COLLECTION
AND
DISPOSAL CONTRACT**

**CITY OF ANNETTA SOUTH
AND DUNCAN DISPOSAL, INC.**

MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL
CONTRACT BY AND BETWEEN
CITY OF ANNETTA SOUTH
AND
DUNCAN DISPOSAL, INC.

TABLE OF CONTENTS

1. Scope of Work
2. Collection
 - 2.01 Services Provided
 - 2.02 Excluded Items
3. Collection and Disposal Operation
 - 3.01 Hours of Operation
 - 3.02 Routes of Collection
 - 3.03 Holidays
 - 3.04 Complaints
 - 3.05 Collection Equipment and Personnel
 - 3.06 Disposal
 - 3.07 Notification
 - 3.08 Designated Agent
 - 3.09 Route Obstacles
 - 3.10 Inclement Weather & Catastrophes
4. Basis and Method of Payment
 - 4.01 Charges to Customers
 - 4.02 Modification of Rates
 - 4.03 Contractor to Act as Collector
 - 4.04 Delinquent and Closed Accounts
 - 4.05 State Sales Tax
5. Effective Date
6. Warranties
7. Indemnity
8. License and Taxes
9. Term
10. Insurance and Performance Bond
11. Compliance With Law
12. Transferability of Contract
13. Exclusive Contract
14. Ownership
15. Termination
16. Miscellaneous Provisions

Exhibit A - Rate Schedule

Exhibit B - Definitions

**CITY OF ANNETTA SOUTH, TEXAS
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL CONTRACT**

THIS AGREEMENT made and entered into on the 11th day of February, 1999 by and between the City of Annetta South, Texas, a Texas Municipal Corporation, situated in Parker County, Texas, acting by and through its duly authorized Mayor, hereinafter referred to as "City", and Duncan Disposal, Inc., a Texas Corporation, acting by and through its duly authorized officers hereinafter referred to as "Contractor":

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the granting of an exclusive contract to a private corporation for such garbage collection and disposal for a fixed period of years is a valid corporate function of City; and

WHEREAS, City and Contractor are desirous of entering into a formal agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all municipal solid waste generated by the residents of City and the commercial and industrial establishments located in the City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such collection and removal services for the term set out herein, beginning on the effective date, and for the compensation as hereinafter provided; and

WHEREAS, City agrees for the considerations hereinafter stated, to bill and collect the fees for Contractor's services from its residents and to perform the other obligations contained herein which are applicable to City;

NOW, THEREFORE, City and Contractor agree as follows:

**1.
SCOPE OF WORK**

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of municipal solid waste and industrial solid waste generated in the City, except for hazardous waste, dead animals, and stable matter as defined herein, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Contract.

2. COLLECTION

2.01 Services Provided -

(a) Contractor shall provide hand collection of residential waste from residential units two times per week, on Tuesdays and Fridays. Additionally, Contractor shall provide service to commercial customers. Level of commercial service shall be based upon mutual agreement between customer and Contractor, but in no event less than one time per week. Commercial hand collect customers shall be serviced two times per week and shall be limited to no more than 10 bags per pickup.

(b) Contractor shall provide transportation of collected refuse and waste materials to a state approved disposal site for disposal which responsibility is solely that of the disposal site operator.

(c) Contractor shall provide services to City facilities (City Hall and maintenance barn) at no additional cost to City.

(d) Contractor shall pick up and haul brush and bulky waste as part of regular service, provided that brush is securely and neatly bundled in stacks not in excess of four (4) feet in length.

(e) Contractor shall provide service for large items (i.e. debris, large accumulation of bulky items and construction materials) at rates negotiated between Contractor and customer.

(f) Contractor shall provide a thirty (30) yard roll-off container twice annually for community clean ups at no charge to the City.

(g) Contractor agrees to use single axle residential collection vehicles on a regular basis, to the extent possible.

2.02 Excluded Items - Contractor shall not pick up and/or haul waste that is prohibited under federal and/or state law. Further, Contractor shall not pick up and/or dispose of any type of medical waste, liquid waste, automotive tires, oil filters, lead acid batteries, petroleum products and by-products and/or explosive materials, or any other landfill prohibited material, including freon-charged appliances unless they have been processed in accordance with law by properly certified technicians, as part of this service for the fee specified. In the event such waste and/or products are found in containers or bins, Contractor shall not pick up the same and/or the containers or bins in which the waste and/or waste products are located and shall notify the City within forty-eight (48) hours of discovery of the same. In such event, it shall be the sole responsibility of the City to have such waste and/or products removed from the container (s) or bin(s) and disposed of. Contractor shall advise the City as to the nature of the prohibited material, and provide to the City advice as to the proper disposal methods and the available disposal facilities for such material. In the event that such waste and/or products are not properly

removed, this violation shall be grounds to terminate this contract at the sole discretion of Contractor upon the giving of thirty (30) days notice to the City by Contractor.

Contractor shall not be required under this agreement to collect and remove debris or other trash resulting from construction, major remodeling, general cleanup of property, or resulting from a sizeable amount of trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial customer, Contractor shall collect and remove such trash and debris and shall receive for such services a fee or charge mutually acceptable to Contractor and the requesting customer.

3.

COLLECTION AND DISPOSAL OPERATION

3.01 Hours of Operation -

Collection of residential and hand commercial waste shall not start before 7:00 A.M. or continue after 8:00 P.M. on the same day and collection of containerized commercial waste shall be made between 6:00 A.M. and 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.02 Routes of Collection -

All routes shall be established by Contractor and approved by the City.

3.03 Holidays - Contractor shall observe the following holidays: New Years Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Upon approval of the City, Contractor may elect to provide service on holidays. Services suspended by a holiday shall be made up on the next regularly scheduled collection day.

3.04 Complaints - All customer complaints about services shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed schedule collections, the Contractor shall investigate and, if such allegations are confirmed, shall arrange for the collection of the refuse not collected within 24 working hours after the complaint is received. In the event the Contractor for any reason after being notified by phone shall fail to make any garbage, refuse, rubbish or trash pickup or collection, then the City without further notice may cause the same to be picked up and disposed of and shall deduct or bill to the Contractor the City's cost.

3.05 Collection Equipment and Personnel - The Contractor shall provide an adequate number of vehicles, together with properly trained personnel, for regular collection services as required under the terms of the agreement. All necessary vehicles, bins and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle used by Contractor for performing the work hereunder shall have, clearly visible on each side, the identity and telephone number of the Contractor.

3.06 Disposal - All waste collected for disposal by the Contractor shall be hauled to a state approved disposal site.

3.07 Notification - The City shall notify all residential units about complaint procedures, rates, regulations, and days for scheduled refuse collection.

3.08 Designated Agent - All dealings, contents, etc., between the Contractor and the City shall be directed by the Contractor to the Mayor of the City.

3.09 Route Obstacles - The City recognizes that the City streets must be free of over hanging trees, branches or other obstacles which may cause damage to Contractor's vehicles. Upon notification of a location presenting this problem, the City will notify the property owner in writing that the owner must contact the Contractor within ten days of such notice to negotiate removal of the obstruction. Such arrangements shall be solely between the property owner and Contractor and payment of any cost accrued or damage that may result shall be the responsibility of the owner and/or Contractor, in accordance with the agreement entered into by them. The City will perform the sole act of notifying the owner to contact the Contractor about the obstruction reported.

3.10 Inclement Weather & Catastrophes - The collection schedule may be altered for inclement weather that makes it reasonably impossible to safely negotiate the rights of way and/or in the landfill. Notice of any such change in pickup shall be agreed to between the City and Contractor with at least twenty-four (24) hour advance notice, except when circumstances such as inclement weather, catastrophe, riot, war, fire, accident or act of God, beyond the control of the parties to the contract prevent such notice.

In the event Contractor is required to perform additional services as a result of an occurrence as described above, Contractor shall be compensated for the costs of materials, equipment, labor and landfill based upon rates agreed to by City and Contractor.

4.

BASIS AND METHOD OF PAYMENT

4.01 Charges to Customers -

For the refuse and waste collection service required to be performed by Contractor pursuant to Section 2.01, the charges to the party to whom the service is provided shall not exceed the rates set out in Exhibit "A" attached hereto and incorporated herein, as the same may be adjusted in accordance with Section 4.02.

4.02 Modification of Rates -

(a) Contractor may petition the City, in writing, for an increase in the rates established hereunder, by submitting any such request for a rate increase to the City in the same or similar format as Exhibit "A" attached hereto, but not more often than once a calendar year. Factors to be considered in determining whether or not a rate increase is justified shall be as follows:

- (i) Increase in costs in labor, fuel, equipment, insurance, taxes, disposal fees or other operations;
- (ii) Costs of compliance with laws, regulations or requirements of Federal, State or local regulatory authorities enacted or becoming effective after the date of execution of this agreement;
- (iii) Increased distance to available disposal sites;
- (iv) Unusual or extraordinary growth in population or increase in the size of City due to annexation or other factors.
- (v) The compensation provided herein is based upon the current Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for Dallas-Ft. Worth Texas: all items index (1982-84=100), ("Consumer Price Index"), published by the Bureau of Labor Statistics, United States Department of Labor, ("Bureau"). The basic index, ("Basic Index"), for this contract is the published Consumer Price Index for the last period before the effective date of this contract. The ("Current Index") shall mean that published Consumer Price Index for the same period in the most recently ended Contract Year (defined below). If the Current Index for any year is greater than the Base Index, then Exhibit A for the succeeding Contract Year shall be adjusted on the first day of the succeeding Contract Year so that it equals the sum of the product of the amounts set out on the Exhibit A multiplied by a fraction the numerator of which is the Current Index and the denominator of which is the Basic Index provided however, that the amounts of compensation shall never be less than the amounts set out in the Exhibit A contained herein. The "Contract Year" shall mean any period of twelve (12) months commencing of the first day of the first full month of the Term or any anniversary of such date or, if fewer than 12 months remain in the Term after any such anniversary, the period commencing on such anniversary date through the last day of the Term. If the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the Current Index shall be made with the use of such conversion factor, formula, or table for converting

the Consumer Price Index as may be published by the Bureau or, if the Bureau does not publish same, then with the use of such conversion factor, formula, or table as is published by any nationally recognized publisher of similar statistical information.

(b) Contractor shall submit financial and accounting data to the City, which substantiates its request for a rate increase.

(c) All rate modifications shall be subject to City Council approval.

4.03 Contractor to Act as Collector.

Contractor shall submit statements to and collect from all residential and commercial units the fees for collection and disposal service provided by the Contractor. Contractor shall, on a quarterly basis, by the 15th of the month for the preceding quarter, pay City a franchise fee based on 5% of gross residential collections, and 8% of gross commercial collections.

4.04 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any residential or commercial unit that becomes past due by more than 30 days. Contractor shall notify the city's designated agent of any and all past due accounts upon receipt of payment by the residents and Contractor shall resume service on the next scheduled collection day.

4.05 State Sales Tax - Contractor shall prepare and remit to the State of Texas all required reports and payments on a quarterly basis.

5.

EFFECTIVE DATE

This Contract shall be effective upon its approval by valid ordinance duly adopted by the City Council of City and the execution hereof by the Mayor of City and Contractor. Performance of this Contract shall begin on July 1, 1999.

6.

WARRANTIES

Contractor warrants and represents that it is qualified to engage in the business of waste disposal. In the event that certain certification or licensing is necessary as a result of state or federal law to perform the services to be provided, Contractor agrees to secure such certification or license within the prescribed time frame set by the certifying or licensing entity.

In performing all services required of it under this contract, Contractor shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations.

Contractor covenants and agrees that it will neither cause, suffer, allow or permit the occurrence of any act or omission in the execution and performance under this contract which act or omission may be or could result in or give rise to any violation of any federal law, state or local law, regulation, ordinance or licensing or permitting requirement or which act or omission might give rise to any action at law or equity for personal injury or wrongful death or for damage to property. Specifically, Contractor agrees to comply with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and, in addition, with pertinent provisions of both the Texas Water Code and the Texas Waste Disposal Act and with other applicable Federal and State statutes and regulations.

City warrants and represents that it shall timely perform its obligations hereunder and shall at no time request Contractor to take any action with regard to waste disposal services which would or could violate any federal, state, county and/or city statutes, ordinances, laws, regulations, licensing or permitting requirements (s). Further, City warrants and represents that it has taken all actions which are necessary and/or provided for in accordance with all federal, state, county, city, and/or local statutes, laws, ordinances, and regulations to legally enter into and execute this agreement so as to render the same effective and binding upon the City under the terms and conditions stated herein.

City warrants that it shall pass such ordinances as are necessary to effectuate all the terms of this agreement including all duties and obligations required of residential and commercial customers.

7. INDEMNITY

Contractor shall indemnify, defend and hold harmless the City and its agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injury or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts, omissions, or violations of any federal, state or local law or regulation by Contractor or its agents or employees, in the execution or performance of this Contract, save and except for loss or injury due to City's negligence or to the joint or concurrent negligence of Contractor and City. In the event of joint or concurrent negligence of Contractor and City, then responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, as the same may be judicially determined by the entry of a final judgment in a court of law having the appropriate jurisdiction, without, however, waiving any defense of City or Contractor under Texas law. To the extent allowed by law, City will indemnify Contractor and hold Contractor harmless for any damages caused by the sole negligence of City. If a final judgment is entered which makes a specific finding that the City is solely negligent or partially negligent, the indemnity and hold harmless obligation of Contractor shall not be effective and shall be considered null and void to the extent of the City's liability.

Neither City nor Contractor shall be liable for failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, accident, act of God, or similar contingency beyond the reasonable control of the parties to this contract. In the event Contractor is required to perform additional services as a result of an occurrence as described above, Contractor shall be compensated for the costs of materials, equipment, labor and landfill based upon rates agreed to by City and Contractor.

8.

LICENSES AND TAXES

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and by the State.

9.

TERM

The Contract shall be for a three (3) year period beginning upon the effective date of the Contract and ending three (3) years thereafter. The initial term of this Contract shall automatically be extended for an additional three (3) year term, unless either party to this agreement notifies the other party in writing, not less than ninety (90) days prior to the expiration of the initial term or of any successive term, of its intentions to terminate this Contract. Any such written notice shall be sent by certified or registered mail, return receipt requested.

10.

INSURANCE AND PERFORMANCE BOND

The Contractor shall at all times during this Contract, maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance. All insurance shall be by insurers and for policy limits acceptable to the City. Before commencement of work hereunder the Contractor agrees to furnish City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in effect.

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

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	
Except Vehicle	\$5,000,000 aggregate
Property Damage Liability	
Except Vehicle	\$5,000,000 aggregate
Vehicle Bodily Injury	
Liability	\$5,000,000 each occurrence
Umbrella	\$1,000,000 each occurrence

Contractor shall at all times during the term of this contract provide City with a performance bond in the amount of \$10,000.

**11.
COMPLIANCE WITH LAW**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including, without limitation, laws and statutes of the City, State and Federal Government; provided, however, that the Contract shall govern the obligations of Contractor where there exist conflicting ordinances of the City on a specific subject.

**12.
TRANSFERABILITY OF CONTRACT**

No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent may be withheld with or without cause; provided, however, Contractor may, at its option, perform the work and services required hereunder by and through any subsidiary of Contractor or its parent company. In the event of any assignment, the assignee shall assume the liability of the Contractor.

**13.
EXCLUSIVE CONTRACT**

The Contractor shall have the sole and exclusive franchise, license and privilege to provide residential, commercial and industrial refuse, construction debris, and all municipal solid waste collection and removal from within the corporate limits of the City for the term of this Contract and all renewals hereof. The Contractor shall also have the right of first refusal in the event City shall enter into a contract during the term hereof or any renewal hereof, for the removal of hazardous waste or any other waste not covered by this agreement from residential units or from commercial and industrial units. City further agrees that so long as Contractor is not in default hereunder it will not enter into an agreement with another firm, person or corporate for the performance of collection services during the term hereof.

**14.
OWNERSHIP**

Title to refuse, rubbish and other waste to be collected under the term of this agreement shall pass to the Contractor when such is removed from a bin or a container, or from customers' premises, whichever occurs later.

15.
TERMINATION

A. This contract may be terminated by the City upon the following occurrences :

1. Mutual agreement of the parties.

2. Breach by Contractor of any of the conditions, covenants, or agreements contained herein upon thirty (30) days written notice to Contractor by the City to cure such breach, covenant, condition or violation by Contractor. Such notice must define with specificity the alleged breach and requirements Contractor is required to remedy such breach. In the event the alleged breach cannot be cured within the thirty (30) day time period, then Contractor shall be required to immediately institute actions required to cure such breach and continue such actions to cure such breach within thirty (30) days.

3. Failure of Contractor to dispose of waste in any manner as allowed by law.

B. This contract may be terminated by Contractor upon the following occurrences:

1. Mutual agreement of the parties;

2. Breach by the City of any of the conditions, covenants, or agreements contained herein upon thirty (30) days written notice to City by Contractor to cure such breach, covenant, condition or violation by City. Such notice must define with specificity the alleged breach and requirements City is required to remedy such breach. In the event the alleged breach cannot be cured within the thirty (30) day time period, then City shall be required to immediately institute actions required to cure such breach and continue such actions to cure such breach within thirty (30) days.

3. Any changes in law or regulations implemented subsequent to the execution of this agreement which, in Contractor's sole discretion, make it financially impractical to provide the service contemplated under this Contract and City is unwilling to compensate for additional expenses caused by such charges. If Contractor elects to terminate this contract pursuant to this paragraph, Contractor shall be required to provide the City a one hundred and eighty (180) day notice of such intent.

16.

MISCELLANEOUS PROVISIONS

16.01 Texas Law to Apply - This agreement shall be construed under and in accordance with the laws of the State of Texas.

16.02 Entire Agreement - This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect and this agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of paragraph 4 hereof.

16.03 Severability - If any part of this Contract for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this agreement without including any such part, parts or portions which may, for any reason, be hereafter declared invalid.

16.04 Survival of Covenants and Conditions - It is expressly agreed that all covenants and conditions relating to the rights and obligations of the parties hereto subsequent to the termination of this Contract shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provision.

16.05 Waiver - Any waiver by any party of a breach of any provision of this Contract shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Contract. The failure of a party to insist upon strict adherence to any term of this Contract on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract. Any waiver must be in writing and signed by a duly authorized representative of the waiving party.

16.06 Counterparts - This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract shall not become effective until it is executed by both parties to this Contract.

16.07 Binding Effect - This Contract shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, legal representatives, heirs and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Contract or any provision herein contained.

16.08 Entire Agreement - This Contract and the instruments called for by this Contract constitute the whole agreement of the parties and supersede any commitment, agreement, memorandum or understanding previously made by the parties or any of those with respect to the subject matter of this Agreement.

16.09 Remedies - The remedies provided to the parties by this Contract are not exclusive or exhaustive, nor cumulative of each other and in addition to any other remedies the parties may have.

16.10 Prior Agreements Suspended - This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

16.11 Attorney's Fees and Costs - If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

16.12 Notices - All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise. Notices to Contractor shall be sent to:

David W. Moore, President
Duncan Disposal, Inc.
1212 Harrison Avenue
Arlington, Texas 76011

Notices to the City shall be sent to:

Mayor
City of Annetta South, Texas
P.O. Box 61
Aledo, Texas 76008-0061

The parties may consent to a different address for notices from time to time in writing signed by both parties hereto.

Executed in multiple copies, each of which shall be deemed to be an original.

DUNCAN DISPOSAL, INC.

BY: David W. Moore
PRESIDENT

2/15/99
DATE

CITY OF ANNETTA SOUTH, TEXAS

BY: F. E. Sanders
MAYOR

2/15/99
DATE

EXHIBIT A

**WASTE DISPOSAL SERVICE CONTRACT
CITY OF ANNETTA SOUTH**

Residential - Twice per week service \$10.50 per residence per month
Commercial Hand Collect - Twice per week \$11.00 per month per customer (ten bag limit)
96 Gallon Carts - \$2.50 per month (additional)
Commercial Front Load:

Size	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	Extra Pickup
2 Yard	\$46.38	\$67.17	N/A	N/A	N/A	\$17.50
3 Yard	\$52.51	\$81.57	N/A	N/A	N/A	\$23.00
4 Yard	\$60.77	\$98.52	\$137.50	N/A	N/A	\$30.00
6 Yard	\$76.45	\$124.77	\$174.38	\$234.22	\$279.98	\$38.00
8 Yard	\$98.72	\$166.27	\$232.51	\$312.30	\$373.32	\$47.00

Additional Charges:

Containers with casters \$2.00 per month
 Containers with locks or gates \$1.00 per pickup

Rolloff Containers:

Delivery \$ 50.00
 Rental \$ 3.00 Per day
 Haul (each) \$175.00 plus disposal

DUNCAN DISPOSAL, INC.
 BY: David Wilcox
 PRESIDENT

2/15/99
 DATE

CITY OF ANNETTA SOUTH
 BY: Kenneth S. Lanier
 MAYOR

2/15/99
 DATE

EXHIBIT B

DEFINITIONS

For purposes of this agreement, the following terms shall be defined as follows:

1.01 Bags - Plastic sack designated to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of bag and its contents shall not exceed 50 pounds. Bags to be furnished by generator.

1.02 Bins - Metal receptacles designated to be lifted and emptied mechanically for use only at commercial and industrial units.

1.03 Bulky Waste - Stoves, water heaters, washing machines, furniture and other "hard to handle" waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be.

1.04 Bundle - Tree, shrub and bush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 50 pounds in weight.

1.05 Commercial and Industrial Refuse - Waste materials originating in wholesale, retail, institutional, service and manufacturing establishments.

1.06 Commercial and Industrial Unit - All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City and not a residential unit as defined herein.

1.07 Commercial Picked Up Residentially - Commercial refuse placed in a can, container, bags or bundles. Cans or containers shall not be larger than 35 gallons or 50 pounds in weight.

1.08 Construction and Demolition Waste - Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.09 Container - A receptacle for residential refuse with a capacity of greater than 20 gallons and less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than that of the base. The weight of a container and its contents shall not exceed 50 pounds.

1.10 Dead Animals - Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause.

1.11 Disposal Site - A refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing / separations centers, licensed, permitted or approved to receive for processing or final disposal, refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.

1.12 Garbage - Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.13 Generator - Any person, firm, corporation or other entity, by site or location, whose act or process produces a solid waste.

1.14 Hazardous Waste - Any solid waste identified or listed as a hazardous waste by the administrator of the U.S. Environmental Protection Agency (EPA) pursuant to federal legislation and regulations.

1.15 Municipal Solid Waste - Solid waste, other than hazardous waste, resulting from or incidental to municipal, community, commercial, institutional and recreational activities, including garbage, rubbish, ashes, street cleanings, and all other solid waste other than industrial solid waste, dead animals and abandoned automobiles .

1.16 Residential Waste - All garbage that is placed in bags or containers, bulky waste or bundles produced by a generator at a residential unit as defined herein.

1.17 Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons, including, but not limited to apartments, condominiums, mobile homes and single family dwellings. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each dwelling within any such residential unit shall be billed separately as a residential unit.

1.18 Sanitary Landfill - A controlled area of land upon which solid waste is disposed of in accordance with standards, rules, or orders established by the law.

1.19 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.

1.20 Trash - All household refuse other than garbage, debris, brush, household furniture or appliances. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, old clothes and other household trash of like kind, but not to include hazardous waste.