

ORDINANCE NUMBER 19-10-03-37

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN “EXCLUSIVE CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES FOR THE CITY OF CORINTH, TEXAS” WITH COMMUNITY WASTE DISPOSAL, LP, IN ACCORDANCE WITH STATE LAW AND CITY CHARTER (“AGREEMENT”); PROVIDING FOR THE INCORPORATION OF PREMISES; APPROVING THE TERMS OF THE AGREEMENT; PROVIDING FOR THE ADOPTION OF COLLECTION RATES AND A FRANCHISE FEE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Corinth, Texas (the “City”), is a home-rule city with full power of local self-government; and

WHEREAS, the collection of municipal solid waste and recyclable materials is a governmental function performed for the protection of the public health, safety, and general welfare; and

WHEREAS, the City, through the City Council, and pursuant to both state law and Article XI, “Utilities, Franchises and Licenses” of the City’s Home Rule Charter, is authorized to grant, renew, and extend all franchises of all public services operating within the City, and with the consent of the franchisee, to amend the same; and

WHEREAS, providing an appropriate and effective service provider for the collection and disposal of solid waste and recyclable materials is integral to the City’s obligation to provide for the health, safety and welfare of its residents; and

WHEREAS, the award of an exclusive contract for the removal of waste and recyclable materials constitutes a proper exercise of the City’s police power and the approval of this ordinance is within the legislative competency of the City Council; and

WHEREAS, Community Waste Disposal, LP (“CWD”) has consistently and effectively been providing solid waste and recycling services to the residents of the City of Corinth for seven years, their services have been provided to the satisfaction of the City at reasonable rates, and their services have assisted the City with appropriately disposing of solid waste and recyclable materials; and

WHEREAS, the City has reviewed rates charged by other solid waste services providers in the area and has determined that the rates charged by CWD have been and continue to be extremely competitive and are reasonable compensation for the services provided; and

WHEREAS, as allowed by law and given the City’s prior satisfaction with CWD as its solid waste and recycling services provider, the City has entered into discussion with CWD relative to rates that CWD is currently charging for solid waste collection and recycling services; and

WHEREAS, based up the quality of services that have been provided by CWD over the past seven years and given the competitive rates for service provided by CWD, the City has determined it to be in the best interest of the City and its residents to enter into a new franchise agreement with CWD for exclusive solid waste and recycling services; and

WHEREAS, as required by Section 11.03 of the City's Home Rule Charter, a summary of the purpose of this Ordinance was published on September 2, 2019 in the Denton Record Chronicle, such date being at least thirty (30) days prior to the date of the adoption of this Ordinance; and

WHEREAS, after evaluating the quality service history of CWD and the competitive rates for services proposed by CWD, the City Council has determined that the best interests of the City are served by entering into an Exclusive Contract for Solid Waste and Recycling Services for the City of Corinth Texas by and between the City of Corinth and Community Waste Disposal ("CWD") pursuant to the terms of the agreement attached hereto and approved by this Ordinance.

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

Section 1. Incorporation of Premises. The above and foregoing recitals are true and correct and are incorporated herein as findings of fact and made a part of this Ordinance.

Section 2. Agreement. In accordance with Article XI, Utilities, Franchises and Licenses of the Charter of the City of Corinth, Texas, the "Exclusive Contract for Solid Waste and Recycling Services for the City of Corinth, Texas" by and between the City of Corinth and Community Waste Disposal (the "Agreement") a copy of which is attached hereto as **Attachment "A"** and incorporated herein for all purposes, is hereby approved in form and substance for the public service of collection of residential and commercial solid waste and recycling in the City. The franchise for public services granted hereby shall be exercised in accordance with the terms of the Agreement, the provisions of Article XI of the City's Home Rule Charter, and all ordinances of the City of Corinth.

Section 3. Collection and Disposal Rates and Franchise Fees Adopted. The rates for collection and disposal of solid waste and recyclable materials within the City by CWD including without limitation the franchise fees set forth in the Agreement, are hereby adopted as set out in the Agreement, subject to adjustments as provided in the Agreement, or as further provided by ordinance of the City.

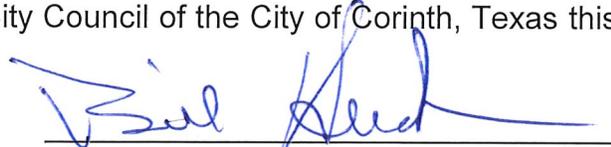
Section 4. Execution of Agreement. The Mayor or his designee is authorized to execute the Agreement on behalf of the City.

Section 5. Cumulative Repealer. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City and shall not operate to repeal or affect any such other ordinances, except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed.

Section 6. Severability Clause. It is hereby declared by the City Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

Section 7. Effective Date. In accordance with Section 11.03 of the City's Home Rule Charter, this Ordinance granting the public service franchise for collection and disposal of solid waste and recyclable material shall take effect upon acceptance by CWD within sixty (60) days after the date that this Ordinance is adopted.

PASSED AND APPROVED by the City Council of the City of Corinth, Texas this the 3rd day of October, 2019.



Bill Heideman, Mayor

ATTEST:

By: 

Kim Pence, City Secretary

APPROVED AS TO FORM:

By: 

Patricia A. Adams, City Attorney

**CONTRACT WITH COMMUNITY WASTE DISPOSAL, LP
FOR COLLECTION OF SOLID WASTE**

THIS CONTRACT is made and entered into by and between the City of Corinth, Texas, a Texas municipal corporation located in Denton County, Texas (hereinafter "City"), and Community Waste Disposal, LP (hereinafter "Contractor"), a Texas limited partnership (hereinafter "Contract").

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of License; Term

- A. Contractor is hereby granted a license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the Contract Documents (defined herein).
- B. The term of this Contract shall be five (5) years beginning January 1, 2020, through midnight, December 31, 2024, ("Initial Term") with up to three (3) renewal terms of three (3) years each pending written agreement of both parties ("Renewal Term(s)"). Should either party desire to renew and extend the Contract for one or more of the additional three (3) year renewal periods, the party shall give written notice to the other party not less than one hundred and eighty (180) days prior to the expiration of the then current term of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within sixty (60) days.

2. Contract

- A. This Contract includes the following documents, and this Contract expressly incorporates same herein as fully as if set forth in this Contract:
 - 1. This Contract and Contract terms and definitions ("Contract");
 - 2. Rates and Fees (Exhibit A)
 - 3. Recycle Revenue Sharing Program (Exhibit B)
 - 4. The Performance bond (Exhibit C) ; and
 - 5. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- B. Contractor shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

D. In the event of any conflict between any provision of this Contract and any provision in an exhibit hereto, the provisions of this Contract shall control.

3. Definitions

Bag(s): Plastic sack(s), designed to store Refuse and having sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Bin (Residential Recycling): See definition of Recycling Container.

Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than forty (40) pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

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

City: The City of Corinth, Texas.

Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container: A receptacle with a capacity of at least eighteen (18) to twenty (20) gallons but less than thirty-five (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 or equal to that of the base. The weight of a container and its contents shall not exceed 40 pounds.

Contract Documents: This Contract signed by Contractor and City and the documents listed in Section 2, entitled "Contract".

Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential Unit, Commercial Hand Collect Unit, Commercial or Industrial Unit who generates Refuse.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. §7401, *et seq.*); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. §1401-1445); (iii) the Clean Water Act (33 U.S.C. §1251, *et seq.*); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. §6901, *et seq.*); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9601, *et seq.*); (vi) Toxic Substances Control Act (15 U.S.C. §2601, *et seq.*); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C §135, *et seq.*); (viii)

the Safe Drinking Water Act (42 U.S.C. §300(f), *et seq.*); (ix) Occupational Health and Safety Act (29 U.S.C. §651, *et seq.*); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. §2001, *et seq.*); (xi) the Hazardous Materials Transportation Act (49 U.S.C. §1801, *et seq.*); (xii) the Noise Control Act of 1972 (42 U.S.C §4901, *et seq.*); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§4321–4347).

Garbage: Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §1002, *et seq.*, or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. §2601, *et seq.*, regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term Hazardous Waste shall also include motor oil, fuel, paint and paint cans.

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

Polycart: A wheeled receptacle with a maximum capacity of either sixty-five (65) or ninety (90) to ninety-five (95) gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems and provided for storage of Recyclable Materials, and having a tight-fitting lid capable of preventing entrance into

the container by small animals. The weight of a Polycart and its contents shall not exceed one hundred and seventy-five (175) pounds.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: A Commodity or Commodities collected by the Contractor from Residential Units and Commercial and Industrial Units pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (steel/tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Center: A Recyclable Materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with a minimum capacity of sixty-five (65) gallons.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and/or Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four (4) or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings.

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.

Take All Service: Refers to service level expected of Contractor for solid waste collection. Specifically, Contractor will dispose of any items placed on curbside, including Bulky Items. The exception will be Unacceptable Waste.

Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

Unusual Accumulation: (a) For Residential Units, each regular collection of more than (ten) 10 containers of garbage, or the equivalent; (b) for Commercial and Industrial Units accumulations that would not occur in the ordinary course of business and (c) materials determined in the sole discretion of the Corinth Public Works Director to be hazardous, including without limitation, oil, acid, or caustic materials.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation

4. Scope and Nature of Operation

A. Residential Collection:

1. Contractor shall provide sufficient vehicles and employees to provide Take All Service at curbside for the collection of Residential Refuse, Solid Waste, and Recyclable Materials to each residential unit at least one (1) time per week, on routes five (5) days a week, when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all Residential Customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

2. Contractor shall use CNG (compressed natural gas) vehicles to provide residential solid waste and recycling collection services. While the CNG Vehicles are being ordered or if there is a mechanical breakdown Contractor may utilize diesel trucks. The Contractor shall pick up all solid waste generated from Residential Units, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all brush and trees during the regular residential collection frequency provided that same are prepared according to the specifications herein. At

Residential Unit customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such Customer. The special haul fee will be defined as either a "pick-up truck load" or a specific cubic yard measurement.

- B. Commercial and Industrial Accounts: Contractor shall provide sufficient vehicles and employees to collect and remove solid waste from the premises of Commercial and Industrial Units and Commercial Hand Collect Units at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of one (1) time per week or more frequently as needed to maintain premises free of accumulation of waste. Collection may be in bags or container as designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations and screening. Contractor shall also provide weekly service for recyclable materials to all Commercial and Industrial Units and Commercial Hand Collect Units.
- C. Brush/Bulky Wastes Collection: Contractor shall provide a collection service for brush/bulky wastes and/or bundles one (1) time per week to all Residential Units. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Bundle and Bulky Wastes.
- D. On-Demand Household Hazardous Waste & E-Waste Collection: Contractor shall offer, for the life of this Contract, an on-demand program for the collection of household hazardous waste and electronic waste. Residents will be provided with the contact information required to place a call for the pickup of said items at resident's location. Pickups shall be made within two (2) weeks of call to schedule service.
- E. Residential Recycling Collection:
1. The Contractor shall provide weekly service for recyclable materials to all Residential Units. In addition, Contractor will provide each Residential Unit a standard 65-gallon minimum Polycart. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such Recyclable Materials in accordance with the requirements set forth herein.
 2. Contractor shall provide free of charge extra recycling bins, as requested by a Customer of a Residential Unit, to replace damaged, lost, or stolen bins. At onset of Contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each Residential Unit to replace those from current provider, if required.
 3. The collection of the Recyclable Materials shall occur at the curb. Contractor shall collect Recycling Material set out for collection outside the normal Recycling

Container when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than Bin size, etc.

4. Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

F. Unusual Accumulations Collection: The Contractor may charge for the collection of Unusual Accumulations, as provided in the then current City Ordinances.

G. Implementation Plan: City shall work with Contractor to approve an informational brochure which Contractor shall deliver to each within three (3) weeks after City Council approval of this Contract. This brochure will include an Implementation and Operations Plan detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc., that the Contractor will employ to comply with the requirements set forth in the Contract Documents to provide solid waste and recycling collection services as required herein.

5. Collection Operation

A. Hours of Operation: Contractor shall provide collection services under this Contract only between the hours of 7:00 a.m. and 7:00 p.m. Any and all exceptions to hours shall be implemented only upon the mutual written agreement of the City and Contractor, subject to City Council approval.

B. Hours of Disposal: Contractor shall dispose of Solid Waste and other matter collected under this Contract within the operating hours of Disposal Site.

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

Thanksgiving Day
Christmas Day

On holidays, unless otherwise agreed by City in writing, Contractor shall move the scheduled collections to the following day and make the collections on that day in accordance with the terms of this Contract.

D. Complaints:

1. Complaints shall be made directly to Contractor. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the Customer complaint shall be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of Residential

Units on the same business day the missed collection is reported if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. on the following business day.

2. If the Contractor is unable to resolve a complaint within thirty-six (36) hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within thirty-six (36) hours.

3. The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.

4. Contractor shall notify all Customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The City and Contractor will work together to determine the most appropriate method of notification.

5. Contractor shall provide the City with a full explanation of the disposition of any complaint involving a Customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.

6. For an unresolved complaint from a customer, the City Manager or the Manager's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the Customer as to the validity of the Customer's complaint if the complaint arises from the Contractor's duties to collect a Customer's Refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential Customer's container or bin as required herein. The decision of the City Manager on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the City Manager may request a joint inspection by a representative of the City and a representative of Contractor.

E. Collection-Equipment:

1. Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the corporate limits of the City nor while en route to the Disposal Site, where such accumulation shall be dumped.

2. Due to street size variations in the City, Contractor shall provide equipment that will accommodate such public streets and alleys. Contractor shall utilize lighter-capacity single-axle collection trucks for those routes identified by the City

and Contractor as having infrastructure likely to be damaged by the use of heavier garbage hauling equipment (*i.e.*, on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

3. All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number in accordance with Section 16, "Vehicle Identification". No advertising shall be permitted on vehicles. Contractor shall maintain all collection equipment in a first class, safe and efficient working condition throughout the term of this Contract. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall comply with a regular preventative maintenance program for its vehicles. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Contract, or require an equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

F. Disposal Site: Contractor shall deliver all Solid Waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA). Contractor shall deliver all Household Hazardous Waste to a landfill permitted to accept such waste. Contractor shall pay all state fees imposed by the Texas Health and Safety Code, as amended, related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire term of the Contract and any agreed extensions. At the time that Solid Waste is picked up by the Contractor, transportation and disposal of that Solid Waste shall be the sole responsibility of the Contractor. **CONTRACTOR AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY, FINES OR PENALTIES OR COSTS ASSOCIATED WITH THE TRANSPORTATION AND DEPOSIT OF SOLID WASTE AND HAZARDOUS WASTE IN THE LANDFILL.**

G. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City's Customer Relations Office so that proper notice can be given to the Customer at the premises to properly contain refuse. Contractor shall pick up Commercial and Industrial Refuse spillage or excess refuse after the Customer reloads the Container. In the case of Commercial and Industrial Unit Customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial Container requiring an extra collection. Should such Commercial and Industrial Unit spillage continue to occur, City shall require the Commercial and Industrial Unit customer and Contractor to increase the frequency of collection of the Commercial and Industrial Unit customer's Refuse

or require such Customer to utilize a commercial Container with a larger capacity, and Contractor shall be compensated for such additional services in accordance with adopted fees.

- H. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.
- I. Protection from Scattering: Each Contractor vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately by Contractor. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.
- J. Noise: Contractor shall make collections with a minimum of noise and disturbance to the household residents.

6. Clean-Up Events/KCB Payments as Additional Consideration

- A. During each year of this Contract, Contractor shall provide twelve (12) 30-yard roll-off Containers for neighborhood clean-up events. Complimentary service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a minimum two (2) week notification to Contractor to schedule such events.
- B. As additional consideration for the License granted to Contractor, upon execution of this Contract, Contractor shall make a payment of \$5,000 to the City for City's use. Thereafter, on October 1 of each year of the term of this Contract, Contractor shall pay \$5,000 to Keep Corinth Beautiful.
- C. Contractor shall annually, on each April 1 of the term of this Contract, pay City \$1,500 for support of City sponsored events.

7. Recyclable Materials

- A. Contractor shall provide a single-stream Recyclable Materials collection service on a one (1) time per week schedule. Residents will not be required to separate Recyclable Materials by type of material.
- B. Contractor shall be responsible for transporting the Recyclable Materials to a Recycling Center and must have established Commodity Buyer(s) or markets for

the Recyclable Materials. Contractor shall be required to identify the Commodity Buyer upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, Contractor shall protect recycling materials against contaminants that require disposal at the landfill.

- C. Contractor shall be solely responsible for the processing and marketing of all recyclable materials collected pursuant to this Contract.
- D. Inappropriate Recyclable Materials: If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the Recyclable Materials. Contractor shall leave the inappropriate Recyclable Materials in the recycling bin and attach a sticker explaining why the materials were rejected. Contractor is not required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collection crews.

8. Ownership

Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, including without limitation Overflow, removed by Contractor from a Bin or Container of any sort, or removed by Contractor from the Customer's Premises, whichever last occurs.

9. Services at City Facilities

- A. Contractor shall provide Solid Waste and Recyclable Materials collection service at the Corinth City Hall, located at 3300 Corinth Parkway, Corinth, Texas and at all other current and future municipal facilities in the City, all at no charge.
- B. Contractor shall provide five (5) outdoor recycling depots for Recyclable Materials collection and processing at Corinth Community Park. City is responsible for emptying depots into a locked dumpster provided by Contractor. Contractor shall empty the dumpster at least one (1) time per week. The depots, dumpster and collection shall be provided at no charge.

10. Landfill Access

Upon presentation of a current utility bill from the City of Corinth, residents of the City may dispose of Garbage free of charge, at the CWD Municipal Solid Waste Transfer Station, located at 2010 California Crossing, Dallas, Texas 75220. This is only applicable to Garbage from a Residential Unit, no Garbage from a Commercial and Industrial Unit will be accepted.

11. Employees

- A. Contractor shall employ sufficient numbers of employees to meet its obligations under this Contract, and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- B. Contractor shall perform driving record checks of all of Contractor's drivers working within the City at least one (1) time every twelve (12) months and shall take all reasonable steps to ensure that its drivers have safe driving records in accordance with Contractor's personnel or other applicable policies.
- C. Contractor shall remove any driver with a driving record that does not comply with the minimum requirements of Contractor's personnel or other applicable policies from driving within the City.

12. Reporting Requirements

Contractor shall provide, at a minimum, the following types of written reports within the time periods specified:

- A. Monthly reports, within two (2) weeks of the end of each month, detailing: Polycart transactions; tonnage of recycling and trash collected; participation/set-out rates, etc.
- B. Annual reports on or before the fifteenth (15th) of each October on the status of the terms and conditions of the License and any points that need to be addressed, including safety reports, incident reports, customer complaint reports.

13. Rates

Contractor shall charge the rates for services performed pursuant to this Contract as shown on the attached **Exhibit A**. Rates shall only be adjusted as set forth herein. Note: All rates and cart sizes listed are current and are exclusive of five percent (5%) License fee (all collection types) and two and one half percent (2.5%) billing fee (residential collection only).

H. MODIFICATION OF RATES

On January 1, 2021, and on January 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the Annual Rate Adjustment Model set forth in this Section. Any proposed rate adjustment shall be submitted to the City as soon as reasonably practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the City. The following Annual Adjustment Model shall apply:

All rates charged by Contractor shall be subject to an Annual CPI/Fuel/Disposal Cost Adjustment in accordance with this section. The first annual adjustment will be effective twelve (12) months from the contract date and subsequent

adjustments will be made each year through the term of the Contract ("Annual Adjustment"). The Annual Adjustment will be applicable to all charges for trash, recycling, and other services for both residential and commercial services as contained in the Contract. Rates and fees will be adjusted by the contractor for the second and subsequent contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the contract date is thereafter substantially changed, there shall be substituted for such index, another index, which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Rate Adjustment will not be unreasonably withheld or denied.

A. CPI (see System Chart for %). The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted) less Energy, for the Dallas-Fort Worth, TX area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see System Chart for amount) a percentage of fees and charges to be adjusted by the CPI index. For the annual cost adjustment to be effective on the first anniversary of the contract date, the base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract and the current CPI will be the most recent index published two (2) months prior to the current year's contract anniversary date. For subsequent years, the base CPO will be the previous year's "Current Index Value" and the current CPI index will be the most recently published index two (2) months prior to the current year's contract anniversary date.

B. CNG FUEL (see System Chart for %). The fuel portion of the Annual Adjustment will be determined by using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy <https://www.eia.gov/dnav/ng/hist/rngwhhdm.htm>. The contractor has designated (see System Chart for amount) a percentage of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year's "Current Index Value", and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the current year's Contract anniversary date.

C. DISPOSAL (see System Chart for %). The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the City of Denton Landfill. The contractor has designated (see System Chart for amount) a percentage of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective of the first anniversary of the contract date, the Base or Previous Disposal Index will be the City of Denton Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the City of Denton Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the Current Fuel Index will be the City of Denton Landfill gate rate in effect one month prior to the current year's contract anniversary date.

D.

SYSTEM CHART					
	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	65%	55%	0%	59%	84%
CNG Fuel	5%	5%	0%	4%	5%
Disposal	30%	40%	100%	37%	11%
Total	100%	100%	100%	100%	100%

EXAMPLE
(Recycle)

Contractors Fee Adjustment	Base Indices	Previous (Base) Index Percentage	Current Index Value	Change In Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	84%	217,487	220,097	2,610	1.20%	1.01%
CNG Fuel Cost	5%	\$2.914	\$2.987	\$0.073	2.51%	0.13%
Disposal Cost	11%	\$20.00	\$20.40	\$0.40	2.00%	0.22%
Annual Adjustment	100%					1.36%

14. State, Local, and Federal Regulations

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States or this State, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulations for the protection of its inhabitants. The Contractor is subject to the provisions of the Corinth City Charter, state law, including case law and statutes and the Texas Constitution.

15. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City, the State, and federal government, as well as applicable tonnage charges and regulatory fees during the life of this Contract.

16. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height. In the event the City shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two inches (2") in height.

17. Regulation of Leased Containers

A. The City shall permit Contractor to rent or lease Containers to the owner or occupant of any Premises within the corporate limits of the City for refuse storage and collection purposes, subject to the following requirements:

1. All such Containers shall be constructed according to industry standards and to specifications which are acceptable to and approved by the City;
2. All such Containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
3. All such Containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, of a good appearance and free of such Garbage and Refuse residues as may cause odor and provide a breeding place for flies and harborage of rodents;
4. All such Containers shall be clearly marked with Contractor's name and telephone number in letters not less than two inches (2") in height; and

18. Disposal of Refuse

For the purposes of this Contract, the designated Disposal Site and Recycling Center shall be the Solid Waste CWD Municipal Solid Waste Transfer Station, located at 2010 California Crossing, Dallas, Texas 75220. If, during the Initial Term of this Contract, including any Renewal Term, the Disposal Site and/or Recycling Center shall not be available for use by Contractor, the City may designate a new Disposal Site and/or Recycling Center, which facilities shall be consented to by Contractor, and which consent shall not be unreasonably withheld, provided if Contractor does not own such new Disposal Site and/or Recycling Center, and Contractor, or any affiliate thereof, shall have concerns about such Disposal Site and/or Recycling Center in respect to environmental liability, Contractor, in its sole discretion, may disapprove and cancel designation of such Disposal Site and/or Recycling Center, where upon the City shall designate another Disposal Site and/or Recycling Center, subject to the provisions of this section.

19. Office

Contractor shall establish an office with a local or toll-free telephone listing, under the name of Contractor, to handle inquiries or complaints with regard to solid waste, refuse, recyclable materials and waste materials collection within the City. All such calls shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor or City shall investigate and if such allegations are verified, shall arrange for the collection of such uncollected refuse within twelve hours of the complaint. The office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regular holidays, and 8:00 a.m. to 2:00 p.m. on Saturdays and shall have a published number for complaints after normal working hours.

20. Enforcement

The services furnished hereunder to the City and its inhabitants shall be subject to such reasonable rules and regulations as Contractor may make from time to time, subject to the reasonable approval of the Corinth City Council. Contractor may require authorization for ingress and egress from and upon the Customer's private property for the purpose of garbage collection.

21. Non-collection Notice and Follow-Up

- A. Where the owner or occupant of any Premises is maintaining improper or inadequate refuse Containers or is otherwise in violation of the City's ordinances with respect to the location of refuse Containers or the nature, volume or weight of Refuse to be removed from the Premises, Contractor shall refrain from collecting all or a portion of such Refuse and will notify the City and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard identification tag approved by the City.
- B. Where the City is notified by an owner or occupant that Refuse has not been removed from his premises on the scheduled collection day and where no notice

of non-collection or a change in collection schedule has been received from Contractor, the City will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twelve (12) hours after a collection order is issued by the City.

22. Transferability of Contract

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld.

23. Remuneration

- A. The City shall add to the base rate an amount equal to five (5) percent for furnishing of services under this Contract in full payment for the use of the streets, highways, easements, alleys, parks, and all other public lands and places within the City (the "License fee"). The License fee shall be retained by the City on a monthly basis.
- B. The City shall bill and collect charges for refuse and recyclable services to Residential Units. The City will add to the residential base rate, an amount equal to 2.5 percent for billing all Residential Unit accounts, which shall be in addition to the License fee. This administrative charge shall be deducted at the end of the month before Contractor is paid by the City for services rendered to the Customers, based upon actual receipts collected by the City and posted to customer accounts.

24. Commercial Accounts

Contractor will provide billing to and collection from all commercial accounts. Contractor agrees to pay to City a license fee of five (5) percent of the gross amount collected for services to Commercial and Industrial Units, or as otherwise agreed upon between the City and Contractor, said fee to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. Contractor shall quote rates for Commercial and Industrial Units services in compliance with the rate structure set forth in this Contract. All Commercial and Industrial Unit customers shall be billed directly by Contractor, and the City shall not be entitled to any compensation relating to such billing, other than the aforementioned License fee.

25. Books and Records

The City and Contractor agree to maintain at their respective places of business adequate books and records, including financial records, relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular

business hours for inspection by the other party or the party's designated representative, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

26. Contractor as Independent Contractor of City / Exclusivity

Contractor shall be solely responsible for the actions of its employees during the performance of service under this Contract. Contractor shall assure the City that the actions of Contractor's employees shall be in the best interests of the City and its citizens. Contractor and its employees are independent contractors of the City and nothing contained herein shall be construed as creating a joint venture between City and Contractor.

The Contractor shall have the sole and exclusive license, and privilege to provide Solid Waste (not including storm debris and construction debris, which shall be by independent contract between the producer and any City-registered construction debris collector) collection and removal within the corporate limits of the City.

27. Termination

- A. If at any time Contractor shall fail to substantially perform any term, covenant or condition herein set forth, such action or inaction by Contractor shall be a breach of Contractor's obligations under this Contract and City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.
- B. Should Contractor fail to remedy its performance, the City will give notice at least 10 days' notice to Contractor of a hearing before the City Council. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has breached the terms and provisions of this Contract. At the hearing, Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. After a hearing described herein, the City may terminate this Contract and the rights and privileges granted to Contractor if the City Council determines that Contractor has failed to provide adequate refuse collection service for City, or has otherwise failed to perform its duties hereunder.

28. Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail,

postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: City of Corinth
3300 Corinth Parkway
Corinth, TX 76208
ATTN: City Manager

If to Contractor, at: Community Waste Disposal, LP
2010 California Crossing Road
Dallas, TX 75220
ATTN: Greg Roemer, President, CWD

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

29. Force Majeure

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, fire, or act of God. Contractor shall give notice to City of a force majeure event within three days of the occurrence of the event.

30. Liability Insurance

A. Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors under this Contract. The cost of such insurance shall be borne solely by the Contractor, and Contractor shall submit to the City documentation evidencing that such insurance has been procured and is in force before commencement of work hereunder and during both the Initial Term and all Renewal Term(s) of this Contract:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$5,000,000

Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000
Environmental Impairment/Impact-sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the Initial Term and any and all Renewal Term(s) of this Contract and to increase, decrease or expand such requirements as City determines necessary. In the event of a change to the insurance requirements set forth in this Section, City shall notify Contractor thirty (30) days advance written notice of such change, and Contractor shall provide insurance meeting such increased, decreased or expanded requirement within such thirty (30) day period.

B. Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that thirty (30) days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only fifteen (15) days written notice to City is required;
4. the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual officials, officers, members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;
5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an "occurrence" basis coverage trigger; and

7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

31. Performance Bond

- A. On or before December 17, 2019, the Contractor shall procure and submit to City performance bond as security for the faithful performance of this Contract. The performance bond must be in an amount equal to \$125,000 for a term of five years. The Performance Bond shall be in a form acceptable to the City, and upon approval by City shall be attached hereto as Exhibit "C" and incorporated herein.
- B. The surety on the bond shall be a corporate surety authorized to do business in the state of Texas and shall have a resident address in Denton County.
- C. Premium for the performance bond described above shall be paid by the Contractor. Contractor shall pay premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis at least thirty (30) days prior to the expiration of the then current performance bond.

32. Indemnity

A. Contractor covenants and agrees to FULLY INDEMNIFY, RELEASE, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. The provisions of this INDEMNITY section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor

related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The City shall have the right, at its option, but under no obligation, and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

B. It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section, is and INDEMNITY extended by CONTRACTOR to INDEMNIFY, RELEASE, , DEFEND and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials employees, officers, directors, volunteers and representatives in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section and Section 32 shall survive the term of this Contract.

33. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

34. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Denton County, Texas.

35. Recycling Revenue Sharing Program

Contractor agrees to pay City sixty (60) percent of Contractor's revenues received from the sale of Recycling Materials, based on the market value of materials, less processing and transportation fees. Contractor shall pay City a fee based on each ton sold, not to exceed forty dollars (\$40) per ton. The market value of materials shall be determined by the value of each material collected from the Corinth Customers as set forth in the Secondary Materials Pricing (Houston Avg) and the Pulp & Paper Week (Southwest), or similar journal. Each material is assigned a value as set forth in the formula as shown on Exhibit B, "Recycle Revenue Sharing Program" to

determine the overall value of each ton collected. The assigned value shall be multiplied by the market value to calculate Total Gross Recycle Revenue. Processing and transportation fees of \$123.57 shall be deducted, with the City to receive sixty percent (60%) of any cumulative positive balance. By way of example, there will be no revenue when market values are below \$123.57 per ton. Negative values will carry forward and must be brought back to zero before payment begins or resumes.

36. Exhibits.

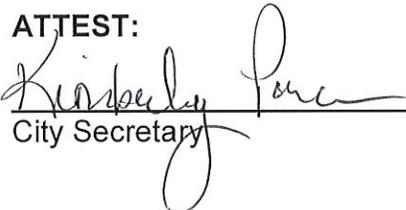
Exhibit A, "Rates and Fees", Exhibit B, "Recycle Revenue Sharing Program" and Exhibit C, "Performance Bond" as referenced herein and attached hereto, are incorporated into this Contract as if set forth fully herein.

Executed this the 3rd day of October, 2019.

CITY OF CORINTH, TEXAS



City Manager

ATTEST:


City Secretary

COMMUNITY WASTE DISPOSAL, LP

By its General Partner, CWD Management, Inc.


Greg Roemer, President

ATTEST:


CWD Management Inc. Secretary
VP

Greg A. Roemer
President
CommunityWasteDisposal.com
2010 California Crossing
Dallas, Texas 75220-2310
telephone
972.392.9300 • 817.795.9300
facsimile
972.392.9301

CITY of CORINTH Exhibit "A"
January 01, 2020

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

City of Corinth's Residential Services	Jan-2020 Net Rate to CWD	Jan-2020 Corinth Customer Rate
Residential Collection		
Residential Trash Rate to Residents (10 items trash or bulk - once a week)	\$7.61	N/C
Residential Trash Rate to Senior Citizen (65 years of age or older)	\$6.45	N/C
Residential Recycling Rate to Residents (65 gallon - plus recyclables outside cart - once a week)	\$3.15	N/C
Additional Residential Recycling Cart Pricing (Each)	\$3.15	N/C
Residential Household Hazardous Waste Rate to Residents (curbside collection)	\$0.49	N/C
Unusual Accumulation		
1 Cubic Yard	\$70.18	\$73.87
2 Cubic Yard	\$70.18	\$73.87
3 Cubic Yard	\$70.18	\$73.87
4 Cubic Yard	\$70.18	\$73.87
5 Cubic Yard	\$85.02	\$89.49
6 Cubic Yard	\$85.02	\$89.49
7 Cubic Yard	\$109.80	\$115.68
8 Cubic Yard	\$123.00	\$129.47
9 Cubic Yard	\$136.21	\$143.38
10 Cubic Yard	\$149.43	\$157.29
City of Corinth's Commercial Services		
Residential Apartment Recycling		
Price per Unit (once a week service) (Minimum of \$99.00 per month)	\$0.86	\$0.91
Commercial Cart		
First Trash Poly-Cart (once a week service)	\$20.66	\$21.75
Two Trash (2) Poly-Carts	\$38.86	\$40.91
Price for Each additional Trash Poly-Cart There After	\$18.83	\$19.82
Commercial Hand Pick Up		
Once a Week (1 - 5 bags per pick up)	\$26.54	\$27.94
Once a Week (6 - 10 bags per pick up)	\$39.81	\$41.91
Front Load Commercial Trash Container Services		
2 Cubic Yard Container		
One time per week	\$61.06	\$64.27
Two times per week	\$117.81	\$124.01
Three times per week	\$161.11	\$169.59
Four times per week	\$195.05	\$205.32
Five times per week	\$245.22	\$256.13
Six times per week	\$324.68	\$341.77
3 Cubic Yard Container		
One time per week	\$69.09	\$72.73
Two times per week	\$132.97	\$139.97
Three times per week	\$180.14	\$189.62
Four times per week	\$217.09	\$228.52
Five times per week	\$283.02	\$297.92
Six times per week	\$360.26	\$379.22
4 Cubic Yard Container		
One time per week	\$99.69	\$104.94
Two times per week	\$194.28	\$204.51
Three times per week	\$269.76	\$283.96
Four times per week	\$349.02	\$367.39
Five times per week	\$424.83	\$447.19
Six times per week	\$506.90	\$533.58
6 Cubic Yard Container		
One time per week	\$127.51	\$134.22
Two times per week	\$210.59	\$221.67
Three times per week	\$297.79	\$313.46
Four times per week	\$392.78	\$413.45
Five times per week	\$467.54	\$492.15
Six times per week	\$579.30	\$609.79
8 Cubic Yard Container		
One time per week	\$145.88	\$153.56
Two times per week	\$267.91	\$282.01
Three times per week	\$374.00	\$393.68
Four times per week	\$489.04	\$514.78
Five times per week	\$606.69	\$638.62
Six times per week	\$724.09	\$762.20

CITY of CORINTH Exhibit "A"
January 01, 2020

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

City of Corinth's Residential Services	Jan-2020 Net Rate to CWD	Jan-2020 Corinth Customer Rate
Extra (refilled and emptied while on site)		
2 cu. Yd. Containers	\$43.70	\$46.00
3 cu. Yd. Containers	\$45.41	\$47.80
4 cu. Yd. Containers	\$47.14	\$49.62
6 cu. Yd. Containers	\$50.60	\$53.26
8 cu. yd. Containers	\$52.80	\$55.58
Front Load Compactor (Rate per Pick Up - Service Only)		
6 Cubic Yard	\$81.22	\$85.49
8 Cubic Yard	\$101.34	\$106.67
Commercial Special Services		
Container Inside Four Side Enclosures - Per Pick-Up, Per Container	\$6.91	\$7.27
Caster - (<4 cu. Yd.) Per Pick-up, Per Container	\$6.91	\$7.27
Locks - Per Pick Up, Per Container	\$6.91	\$7.27
One Container Inside Gated Property - Per Pick-Up, Per Container	\$6.91	\$7.27
Two Containers Inside Gated Property - Per Pick-Up, Per Container	\$4.60	\$4.84
Three or More Containers Inside Gated Property - Per Pick-Up, Per Container	\$2.31	\$2.43
Roll Off Compactors		
30 Cubic Yard Per Haul - weekday ** +	\$427.57	\$450.07
30 Cubic Yard Per Haul - weekend ** +	\$464.04	\$488.46
35 Cubic Yard Per Haul - weekday ** +	\$427.57	\$450.07
35 Cubic Yard Per Haul - weekend ** +	\$464.04	\$488.46
42 Cubic Yard Per Haul - weekday ** +	\$427.57	\$450.07
42 Cubic Yard Per Haul - weekend ** +	\$464.04	\$488.46
** Plus Disposal Per Ton if over 8,000 lb.'s	\$54.43	\$57.29
+ Excess Payload for trucks over 27 tons	\$136.09	\$143.25
Open Top Roll Off Containers (both Permanent and Temporary)		
20 Cubic Yard Per Haul - weekday ** +	\$414.99	\$436.83
20 Cubic Yard Per Haul - weekend ** +	\$451.46	\$475.22
30 Cubic Yard Per Haul - weekday ** +	\$427.57	\$450.07
30 Cubic Yard Per Haul - weekend ** +	\$464.04	\$488.46
40 Cubic Yard Per Haul - weekday ** +	\$465.30	\$489.79
40 Cubic Yard Per Haul - weekend ** +	\$501.78	\$528.19
Delivery - weekday	\$218.79	\$230.31
Daily Rental	\$6.27	\$6.60
Weekly Rental	\$43.95	\$46.26
** Plus Disposal Per Ton if over 8,000 lb.'s	\$54.43	\$57.29
+ Excess Payload for trucks over 27 tons	\$136.09	\$143.25
Residential Open Top Roll Off Containers		
Delivery, 1 week rental & 1 haul ** + (includes 2 tons of disposal)	\$496.77	\$522.92
** Disposal over 2 tons to 4 tons - per ton	\$97.94	\$103.09
+ Excess Payload charge over 4 tons - per ton	\$137.13	\$144.35
Additional Hauls - weekday ** +	\$399.15	\$420.16
Additional Hauls - weekend ** +	\$435.63	\$458.56
Additional weeks of rental	\$43.95	\$46.26
City Services		
Solid Waste and Recycling Service at:		
City Hall, Police Station, Fire Stations, Public Works and Community Park	N/C	N/C
Twelve 30 yard roll off containers per year (6 open tops 2 times per year) for neighborhood clean up projects	N/C	N/C
Strom Debris Management Per Hour	\$169.62	N/C
Disposal Per Ton	\$54.33	N/C

Exhibit "B"

Community Waste Disposal City of Corinth Annual Projection Revenue Calculations - 65 Gallon REL

Total Tons Received by CWD	1,680.00	
Per Ton Processing Fee & Transportation Fee (Note 1)	\$ 77.90	Adj Annually
Total Processing Fee	\$ 130,872.00	

Commodity	Adj Annually Note 2 Component %	Note 4 Pricing Structure	Adjusted Monthly Published Value \$ Per Ton	Total \$	Tons
ONP	14.32%	PPI - #56 Southwest Hi	\$ 15.00	\$ 3,608.70	240.58
OCC	20.19%	PPI - #11 Southwest Hi	\$ 40.00	\$ 13,567.60	339.19
Mixed Paper	10.11%	PPI - #2 Mixed Paper Hi	\$ 5.00	\$ 849.25	169.85
Aluminum	0.79%	SMP - Region 8 Houston High	\$ 600.00	\$ 7,962.00	13.27
Steel/Tin	1.56%	SMP - Region 8 Houston High	\$ 5.00	\$ 131.05	26.21
PETE	3.51%	SMP - Region 8 Houston High	\$ 290.00	\$ 17,101.30	58.97
HDPE - Natural	1.18%	SMP - Region 8 Houston High	\$ 430.00	\$ 8,522.60	19.82
HDPE - Colored	0.92%	SMP - Region 8 Houston High	\$ 290.00	\$ 4,483.40	15.46
Mixed Plastic	0.20%	SMP - Region 8 Houston High	\$ 40.00	\$ 134.40	3.36
Mixed Glass	15.02%		\$ (15.00)	\$ (3,785.10)	252.34
Residue	32.20%		\$ (24.79)	\$ (13,410.15)	540.95
	100.00%		\$ 23.31	\$ 39,165.05	1,680.00

Total Gross Recycle Revenue	\$ 39,165.05	
Less Total Processing Fees	\$ (130,872.00)	
Net Revenue	\$ (91,706.95)	Note 4
60% City Share of Net Positive Revenue	\$ (91,706.95)	
Revenue Share Per Ton	\$ (54.59)	Note 2

- NOTE 1 Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases
- NOTE 2 Per ton rebate cannot exceed \$40 per ton.
- NOTE 3 SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week
- NOTE 4 City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes.

EXHIBIT "C" PERFORMANCE BOND