



**CONTRACT FOR MUNICIPAL SOLID WASTE COLLECTION
AND DISPOSAL SERVICES**

The Village of San Leanna
11906 Sleepy Hollow Road
Manchaca, Texas 78652

Presented By: Braxton Zella
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Effective Date of Contract: August 1, 2025

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CONTRACT

(To provide Refuse Collection and Disposal and Single Stream Recycling Services)

THIS CONTRACT is made and entered into on this 1st day of August 2025 by and between The Village of San Leanna of the State of Texas, (hereinafter called "the City"), and Texas Disposal Systems, Inc. (hereinafter called "the Contractor").

WITNESSETH:

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

1. EXCLUSIVE AGREEMENT

The Contractor is hereby granted the sole exclusive and mandatory contract, license and privilege to use the public streets, alleys, and thoroughfares within the territorial jurisdiction of the City to collect and dispose of solid waste and refuse and provide recycling services; and shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary to provide Single-family Residential collection and removal, and disposal services, as specified, and to perform all work called for and described in the Contract Documents.

2. MANDATORY SERVICE

2.1 It is understood the City has the authority to ensure that solid waste management services are provided to all persons in its jurisdiction. The Contractor shall provide services in compliance with the Agreement.

2.2 The Contractor shall provide not less than acceptable solid waste collection service to each occupied Residential unit, utilizing acceptable containers, in the Contract area. Each occupied Residential unit within the Contract area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this Contract. The City shall, when requested, furnish the Contractor with a list of all City Customers located within the Contract area.

3. SCOPE OF WORK

The work under this Contract shall consist of the items contained in this document, including all the supervision, material, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

4. TYPE OF COLLECTION

4.1 Residential Refuse Pickup – Contractor shall provide curbside collection of Refuse that is Acceptable Waste from Residential Units one (1) time per week with 96-gallon cart .

4.1.1 Extra carts will be provided upon request at an additional fee. Extra carts and services above and beyond the contracted services to the City shall be billed directly to the Residential Unit requesting the extra carts and/or services. See “Attachment A” for rates.

4.1.2 Refuse collection is limited to the contents of the cart only. Carts exceeding their capacity may be subject to non-collection at the sole discretion of the driver.

4.1.3 Contractor may decline to collect any Residential Refuse not in cart provided.

4.2 Single Stream Recycling – Contractor shall provide curbside collection of Single Stream recycle materials one (1) time every other week with 96-gallon carts and up to one (1) cardboard bundle.

4.2.1 The Contractor will provide recycling collection services to all Residential Customers within the City for the following:

- 4.2.1.1 Green, brown and clear glass (where service is available)
- 4.2.1.2 Plastics #1-7 (except #6- Styrofoam)
- 4.2.1.3 Aluminum, tin, and steel cans
- 4.2.1.4 Paper Products: newsprint, cardboard, boxboard, junk mail, magazines, and office paper

4.2.2 Any other materials for which a recycling market may exist and which the parties hereto agree can be added to the recycling program.

4.2.3 The Contractor will be responsible for marketing the collection of recyclable materials. If a material cannot be effectively marketed for recycling, the Contractor may eliminate that product from this program. If additional materials can be added to the program the Contractor will notify the Entity.

4.2.4 Subject to Paragraph 4.2 above, regarding cardboard, recycling collection is limited to the contents of the cart only. Carts exceeding their capacity may be subject to non-collection at the sole discretion of the driver.

4.2.5 Subject to Paragraph 4.2 above, regarding cardboard, contractor may decline to collect any Residential Refuse not in cart provided.

4.2.6 Contamination fees may apply if trash, hazardous materials or both are comingled with recycling, recycling is soiled, or under other circumstances determined to be similar to the foregoing in the Contractor's reasonable discretion. Customers will be responsible for all contamination fees.

4.2.7 Extra carts will be provided upon request at an additional fee. Extra carts and services above and beyond the contracted services to the City shall be billed directly to the Residential Unit requesting the extra carts, services or both. See "Attachment A" for rates.

4.3 Special Collection - The Contractor shall make arrangements to provide special collection to those individuals with demonstrated disabilities requiring "home-side collection". Employees of the Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse and Recycling.

4.4 Bulky Pickup – Contractor shall provide each residence with one (1) bulk collection upon request per Contract Year, as well as one (1) scheduled community-wide bulky collection day per Contract Year. Residential Customer must call the Contractor to schedule their bulky or brush collections. Additional bulky or brush waste collections will be provided upon request at an additional fee.

a) 4.4.1 The Contractor is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Refrigerant has been removed by a certified refrigeration technician.

b) 4.4.2 Each collection will restrict the volume collected to eight (8) cubic yards per Residential Unit.

c) 4.4.3 Mattress collection will be performed at an additional charge. The mattress rate will increase at the same percentage as the price increase each year.

d) 4.4.4 Yard waste must be bundled and tied and cut into four (4) foot lengths, not to exceed thirty-five (35) pounds per bundle. Limbs within the bundle must be no more than four (4) inches in diameter.

- 4.5 City Services – Services provided to the City by the Contractor at no charge to the City as part of this Contract, are listed in “Attachment D”.

5. COLLECTION OPERATIONS

- 5.1 Hours of Operation – Collection of Residential Refuse shall be serviced from 7:00 AM to 7:00 PM on the same day. Exceptions to collection hours shall be effective only upon the mutual agreement of the City and the 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.

- 5.2 Holidays – The following shall be holidays for purposes of this Contract:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

5.2.1 The Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday. Should Contractor observe a holiday, Contractor may for the remainder of the calendar week provide Collection service to Customers one (1) day after their normal Collection day including Saturday if necessary.

- 5.3 Performance Standards – Performance goals shall be to enhance sanitary and aesthetic living conditions for City residents; protect the environment; deliver consistent, reliable, convenient, safe services; provide for respectful, friendly, responsive communications with Customers; and to show a commitment to the community.

- 5.3.1 Performance standards shall include:

- a) 5.3.1.1 The Contractor will make all reasonable efforts to collect waste and recycling except when the safety and health of Contractor’s employees or the public is placed in danger.
- b) 5.3.1.2 The Contractor will make every effort to maintain a consistent route schedule.
- c) 5.3.1.3 Drivers will not use their emergency brake to stop a moving vehicle.
- d) 5.3.1.4 The Contractor will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance. If there should be a leak from a Contractor’s truck, Contractor will clean up the spill within two (2) business days of notification.
- e) 5.3.1.5 In the event of a natural disaster or other force majeure event, Contractor will use its best efforts to return to a normal collection schedule.

Collection routes and amounts collected may take several collection cycles to return to normal depending on the severity of the event.

5.3.2 *Note: The Contractor reserves the right to change the type of vehicle used to service the City. The Contractor will notify the City in writing if performance standards need to be adjusted based upon the capability of that type of vehicle.*

5.4 Cart Delivery – Carts will be delivered within seven (7) business days of an order for service. Damaged carts will be replaced within the same time frame. Removal of carts will occur the next service day after notice is received.

5.4.1 The Customer is responsible for carts lost, stolen, damaged or destroyed by abuse at a cost of \$75 plus \$25 delivery fee.

5.5 Routes of Collection – The Contractor will establish collection routes. The Contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the City's approval of the proposed changes, the Contractor shall promptly give notice to the affected Customers at the Contractor's expense.

5.6 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the identity of the Contractor clearly visible on each side.

5.7 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are minimized.

5.8 Disposal – All Refuse collected for disposal by the Contractor shall be hauled to a legally permitted disposal site.

5.9 Added Value Services – Additional valued TDS products and services are available based on geographical location. Some of these products or services include trees, brush grinding, soil, compost, mulch and portable toilets. All pricing will be available upon request. See "Attachment B" for details.

5.10 Safety – Contractor may decline to collect any Residential Refuse if an unsafe condition exists, including but not limited to the presence of aggressive animals. Contractor is not responsible for missed collections due to an unsafe condition within Customer's control.

6. CUSTOMER RELATIONS

6.1 Office – The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM Monday

through Friday. The telephone number of the office shall be prominently displayed on all of the Contractor's containers, carts, and trucks used in the community.

6.2 Point of Contact – Contact regarding legal issues shall be expressly between the Contractor and the City Manager or designee.

6.3 Contractor Direct Bill Accounts – The following shall apply in the case of Contractor directly billing Customers.

a. 6.3.1 Contractor will bill Customers in advance on a quarterly basis.

b. 6.3.2 The Contractor may discontinue collection services for any Customer who is delinquent on payment by 90 days from the date payment is due. Contractor will set forth the amount of payment to be collected in accordance with the Contractor's nonpayment policy before reinstatement of services shall be initiated. The Contractor will resume collection on the next regularly scheduled collection day after Customer has cured all delinquencies, including late fees, interest or penalties. Notwithstanding, Contractor may decline to service a Customer due to unsafe conditions, Customer's failure to follow proper disposal methods or both.

c. 6.3.3 Franchise Fees – In the event the City implements any fees or charges (including but not limited to franchise fees, host fees, license fees, user fees, etc.) to be remitted to the City by Contractor for the Services performed under this Agreement, Contractor may add a corresponding additional charge to each Customer's invoice.

6.4 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and if such allegations are verified, the Contractor shall arrange for the collection of the Refuse not collected within two (2) business days after the complaint is received.

7. TERMS OF CONTRACT

7.1 Effective Date – This Contract and performance of such Contract shall begin on August 1, 2025.

7.2 Start Date – Services shall begin on August 1, 2025 .

7.3 Term of Contract – The Contract shall be for a five (5) year period beginning upon the effective date of the Contract and ending five (5) year(s) thereafter. The initial term of the Contract shall automatically be extended for successive additional five (5) year terms unless either party notifies the other party in writing, not less than

one hundred twenty (120) days prior to the expiration of the initial term or of any successive renewal term, of its intentions to terminate this Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

- 7.4 Licenses and Taxes – The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly remit all taxes for which it is responsible.
- 7.5 Compliance with Laws – The Contractor shall conduct operations under this contract in compliance with all applicable State and Federal regulations, including municipal ordinances.
- 7.6 Premises – Each Customer shall prepare an adequate and fully accessible site for location of the Equipment on or around the Customer's premises. Customers shall provide and hereby grant the Contractor complete and adequate access and right-of-way to the Equipment, which access and right-of-way shall bear the necessary clearance, weight and operation of the Contractor's vehicles, machinery and other equipment. The Contractor will not be held responsible for damage from the operation or passage of its vehicles, machinery and Equipment inside said right-of-way, provided however, that in the event that faulty operation (either intentional or unintentional) of the Contractor's vehicles, machinery or other equipment causes damage within the right of way, Contractor can be held responsible for such damage.
- 7.7 Non-Discrimination – The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- 7.8 Transferability of Contract – No assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by either party without the express written consent of the other.
- 7.9 Ownership – Title to acceptable Garbage, Refuse and Recyclable Material shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the Customer's premises, whichever last occurs.
- 7.10 Exclusions – This Contract shall not cover hazardous, toxic or radioactive wastes or substances as currently or in the future defined as such by applicable Federal, State or Local Laws or regulations; and shall not be interpreted to prevent the removal of trash or rubbish by the generator of such trash or rubbish. The Contractor may contract, but shall not be required, pursuant to this Contract, for hauling human waste, hazardous waste, auto parts, rocks, concrete, sand, gravel,

or dirt; provided that the Contractor shall be responsible for and the owner of any such material the Contractor agrees to collect or haul. The Contractor will be responsible for billing and collecting for these services.

- 7.11 Performance Cancellation – In the event the City alleges the Contractor has failed to meet the Performance Standards as outlined in the Contract, the City shall provide written notice to the Contractor by certified letter outlining each deficiency and setting up a hearing to discuss the issues in front of the City. At the hearing the City will advise the Contractor of each deficiency and place the Contractor on notice that it has a thirty (30) day cure period to correct these issues in the future. At the expiration of the cure period, a second hearing shall be held. If the Contractor has corrected the issues outlined during the thirty (30) day cure period, no action will be taken against the Contractor.
- 7.12 Cancellation Costs – In the event the City terminates this contract or the relationship otherwise ends for any reason, other than a breach or breaches of this Contract by Contractor, the City shall pay the Contractor for performing the removal of carts and other waste containers, along with any reasonable wind-up costs relative to ending this Contract.
- 7.13 Contracting Parties – Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed as set forth below. Any notice shall be deemed effective three (3) days after deposit in the United States Mail. Notice given in any other manner shall be effective only when received.

If to the City: The Village of San Leanna
 P.O. Box 1107
 Manchaca, Texas 78652
 Email: village@sanleannatx.com

If to the Contractor: Texas Disposal Systems, Inc.
 ATTN: Contract Administrator
 P.O. Box 17126
 Austin, Texas 78760-7126
 Email: contractadmin@texasdisposal.com

8. INSURANCE

- 8.1 The Contractor shall at all times during the Contract maintain in full force and effect General Liability, Worker's Compensation, Public Liability and Property Damage

Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City with Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

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

<u>Coverage</u>	<u>Limits of Liability</u>
8.2.1 General Liability	\$1,000,000 per occurrence
8.2.2 Personal and ADV injury	\$1,000,000 per occurrence
8.2.3 Automobile Liability	\$2,000,000 combined single limit
8.2.4 Worker's Compensation	Statutory
8.2.4 Excess Liability	\$5,000,000 per occurrence

9. **BASIS AND METHOD OF PAYMENT**

9.1 **Rates** – The fees provided in “Attachment A” by the Contractor will establish base pricing for the first year of the Contract. The fees charged by the City to its Customers will be at the discretion of the City. The Refuse and Single Stream Recycling collection and disposal charges provided by “Attachment A” shall include all disposal, fuel, and related costs

9.2 **Modification to Rates**

- a) 9.2.1 Starting August 1, 2025, the annual rate adjustment will be the year-over-year percentage increase of CPI Index CUUR0000SEHG02.
 - i. 9.2.1.1 It will not be less than 0.0%, and shall be rounded to two decimal places.
 - ii. 9.2.1.2 The Contractor may petition the City, and being subject to City approval, at any time for additional rate and price adjustments due to unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; increases in the cost of doing business, such as but not limited to increases in fuel, insurance, etc. The City will consider such a request in good faith. If the Parties are unable to reach an agreement, Contractor may terminate the Contract with 30 days' notice.

- iii. 9.2.1.3 If commodity rates for the single stream recycling products collected in this Contract reduce or increase by a significant margin, Contractor will present the findings to the City and the rates will be adjusted upward or downward to more accurately reflect current market value of said materials.
- iv. 9.2.1.4 The rates will be adjusted by the City's proportionate share of any changes in expenditures (whether capital or operational) required solely by Federal, State, or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government. The Contractor shall furnish the City with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

10. NOTIFICATIONS

10.1 The City will provide the Contractor with direct contact information for each Customer, including; mailing address, email address, and phone number for the purpose of providing notifications. Contact information provided by the City will not be disclosed to any unrelated party for any purpose except as required by law and those directly related to the fulfillment of this Contract.

10.2 The Contractor shall provide documentation on service alerts and holiday scheduling via social media postings and notifications through TDS' Waste Wizard notification system. All residents are eligible to sign up for the Waste Wizard, which is available as an app on Google Play and Apple's App Store, as well as an online tool at TexasDisposal.com and Facebook.com/TexasDisposalSystems. The Waste Wizard allows customized notifications for residents based on area and service day. The Contractor shall also notify the City regarding holiday and routing service day changes.

- 1) 10.2.1 Route Changes – The Contractor shall give notice to the affected Customers at the Contractor's expense.
- 2) 10.2.2 Holiday Schedule Changes – The Contractor shall make the schedule available to the affected Customers when holidays will affect a scheduled collection day, if different than as outlined in Section 5.2.

11. MARKETING

Upon the signing of the Contract the Contractor will provide to the City, at the Contractor's expense, any and all press releases to be mutually agreed upon by the

Contractor and the City. Any additional items requested by the City will be given to the City at the City's expense.

12. RIGHTS OF THE CONTRACTOR

The City, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract and shall not solicit or permit any other party to provide similar service within the territorial jurisdiction of the City. This Contract shall be exclusive and mandatory with the Contractor.

13. RIGHTS OF THE CITY

13.1 For City-billed accounts, the City shall be entitled to establish the amounts to be billed by the City to the Customers for the services to be provided pursuant to this Contract, to include, but not limited to, the Contract fees and charges payable to the Contractor.

13.2 This Contract shall not be construed or be interpreted as waiving any regulatory or police powers, except to the extent, if any, specifically provided herein.

14. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

15. FORCE MAJEURE

The Contractor shall not be liable for a delay or failure to perform its duties if such a delay or failure is caused by a catastrophe, riot, war, government order or regulation, epidemic, pandemic, quarantine, strike, fire, flood, freeze, accident, and Act of God, or similar or different contingency beyond the reasonable control of the Contractor.

16. SEVERABILITY AND VENUE

In the event that any provision or portion thereof of the Contract Documents shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract Documents shall not affect the validity or enforceability of any other provision portion thereof within the Contract Documents. This Agreement is made and entered into in the State of Texas, shall be construed

under the laws of the State of Texas and is fully performable in Texas. This Agreement is the complete agreement between the parties with respect to the subject matter herein and supersedes all prior agreements and negotiations with respect thereto.

IN WITNESS WHEREOF, the City and the Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Contract on the date hereinafter referred.

Dated this ____ day of _____ 2025 in the City of _____, Texas.

ATTESTED HEREUNTO:

The Village of San Leanna
Travis County, Texas

By: _____
Rebecca Howe
City Administrator

Dated: _____

ATTESTED HEREUNTO:

Texas Disposal Systems, Inc.

By: _____
Braxton Zella
Municipal Account Representative

Dated: _____

ATTACHMENT A – RATE SHEET

The Village of San Leanna

1. **Curbside Residential Refuse Collection**

Contractor will provide each residence with one (1) 96-gallon cart for collection service for Refuse one (1) time per week.

Refuse collection is limited to the contents of the cart only.

2. **Curbside Single Stream Recycling**

Contractor will provide each residence with one (1) 96-gallon cart for collection service for recycled materials one (1) time every other week and up to one (1) cardboard bundle.

3. **Curbside Bulky/Pickup**

Contractor shall provide each residence with one (1) bulk collection upon request per Contract Year, as well as one (1) scheduled community-wide bulky collection day per Contract Year. Residential Customer must call the Contractor to schedule their bulky or brush collections. Additional collections would be available at a cost determined by the Contractor.

Rates for Residential Services Effective: August 1, 2025	
Refuse and Recycle Base Rate	\$24.21
Commodity Adjustment Fee (Recycle)	\$2.42
Total Refuse and Recycle Rate	\$26.63
Extra Refuse Cart	\$12.00
Extra Recycle Cart	\$10.91
Commodity Adjustment Fee (Recycle)	\$1.09
Total Extra Recycle Cart	\$12.00
Bulk Items – Mattress/Box Spring (under King size)	\$40.00
Bulk Items – Mattress/Box Spring (King size)	\$80.00

ATTACHMENT B – ADDED VALUE SERVICES

MUNICIPAL SOLUTIONS

Texas Disposal Systems helps municipalities organize and manage their job sites to divert waste to beneficial uses. TDS incorporates solid waste disposal, compost production and recycling operations to make it easier than ever to reduce the landfilling of resources. We are a single-source provider of products and services, offering efficient options for your next project. As evidenced by our 40-year history of servicing our local communities, you can trust us as your one-stop-shop for all your business needs.



PRODUCTS & SERVICES

COMPOST, SOIL & MULCH

We offer premium-quality composts, soils and mulches, providing a superior product for your next project.

TREES

With a wide range of trees, we're sure to have what you need.

BRUSH GRINDING

We can grind brush on your job site and stock pile for your reuse or haul away to one of our facilities where it will be recycled into compost.

ROLL-OFF DUMPSTERS

We offer collection containers in sizes ranging from 10 to 40 cubic yards, with delivery and hauling services available for your convenience.

EXCAVATION

We offer land clearing solutions to responsibly handle surplus earth and organic materials from excavation projects.

SOURCE SEPARATION OF MATERIALS ON-SITE

Including concrete, wood, metal, sheetrock and brush (some materials may be subject to approval).

CONCRETE & DEMOLITION RECYCLING

Our concrete and demolition recycling process helps you meet environmental standards and project initiatives.

HAULING

For efficiency and convenience, we'll haul away excess materials for you.

EROSION CONTROL

We offer the latest in recycled, cutting-edge alternatives for erosion control including compost blankets and filter socks.

PORTABLE RESTROOMS

Multiple sizes and styles are available, including standard single units, luxury restroom trailers, contemporary shower trailers, and hand washing stations.

WASTE WIZARD

With our Waste Wizard app, residents can sign up for reminders, instantly download their collection schedule to their mobile device and learn how to properly dispose of just about any item!



TEXAS DISPOSAL SYSTEMS

We offer contract
bundle pricing

TexasDisposal.com | 888.655.6115

ATTACHMENT C – DEFINITIONS

1. Acceptable Container – Carts or containers provided by Contractor.
2. Acceptable Waste – Waste produced at a Residential or Commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps, or other waste prohibited in a municipal solid waste landfill.
3. Authorized Signer – An individual who has binding authority to sign and enter into any agreement for Solid Waste Collection and Disposal Services with the Contractor on behalf of the City and its subscribers.
4. Building Material – Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.
5. Bulky Waste – Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Refrigerant-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.
6. Bundle – Tree, shrub and brush trimmings or newspaper, cardboard and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) pounds in weight. Limbs within the bundle must be no more than four (4) inches in diameter.
7. Carts – A wheeled receptacle with a capacity not to exceed ninety-six (96) gallon capacity; constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a lid. Carts will be provided with ownership retained by the Contractor, as required in the Contract.
8. Collection – The practice of picking up municipal solid waste and/or recycling and/or composting using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted or authorized facility and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).
9. Commercial Unit – All commercial buildings or premises, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash, Refuse or Recycling may be generated, having a physical address within the corporate limits of a City. All Customers and accounts that are not a Residential Unit.

10. Commodity – Materials that can be sold in a spot or future market for processing and use or reuse.
11. Complaint – A communication from a Customer to Contractor or Entity concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.
12. Compost – Green waste, yard waste, soiled paper, tree limbs no longer than four (4) feet.
13. Construction Debris Waste – Waste building materials resulting from construction, remodeling, repair or demolition operations.
14. Container (Commercial/Industrial) – A metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Unit(s). No less than two (2) cubic yards nor larger than eight (8) cubic yards.
15. Contract – The Agreement for Solid Waste Collection and Disposal Services.
16. Contract Area – The area within the bounds of the Entity at the date of this Contract and any other areas that may be incorporated by the Entity during the term of this contract.
17. Contract Year – Each 365 or 366 day period commencing upon the Effective Date of the Contract and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.
18. Contractor – Texas Disposal Systems, Inc.
19. Curbside – The area within 5 feet of the boundary between a Customer's property line and the adjacent street where refuse is regularly collected.
20. Customer – An occupant of a Residential Unit or Commercial Unit who is a subscriber to the City and generates refuse, or a Commercial or Industrial occupant within the City's territory who is disposing of construction debris or solid waste through our Roll Off services. Front load services for Commercial Units will be enrolled under a separate service agreement.
21. Dead Animals – Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this Contract.
22. Disposal Site – A refuse depository licensed and permitted by the State of Texas selected for use by the Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush construction debris, dead animals and commercial and institutional waste

by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.

23. Effective Date – The date the Contract comes into effect pursuant to Section 7.1.
24. Entity – The City named herein.
25. Equipment – All receptacles, containers, or other equipment or devices provided to a Customer by Contractor, or otherwise as supplied by Contractor for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of Contractor.
26. 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, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in 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.
27. Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
28. Industrial Unit – All manufacturing Customers whose solid wastes are (i) compacted by industrial sized compactors and stored in containers for hauling to the disposal site, or (ii) processed by dust collection unit containers for hauling to the disposal site or (iii) collected for disposal with a frequency of more than one (1) time per week, having a physical address in the Entity and not a Residential or Commercial Unit.
29. Landfill – A sanitary landfill of the Contractor's selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.
30. Municipal Solid Waste – All non-hazardous (as defined by CERCLA and other acceptable laws) and non-special (See Special Waste definition) 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, Waste Materials, Brush, Paper, Plastic, Yard

Waste (including brush, tree trimmings, and Christmas trees), discarded Appliances, Home Furniture, and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

31. Multi-Family Dwelling – Any single structure occupied by more than two families.
32. Premises – All public and private establishments including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.
33. Recycling – “Recycle” or “Recycling” means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products. Includes green, brown, and clear glass; plastics #1-#7 (except Styrofoam); aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junk mail, magazines, and office paper.
34. Refuse – This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by Residential, Commercial or Industrial units, unless the context otherwise requires.
35. Residential Refuse – All garbage and rubbish generated by a producer at a Residential Unit.
36. Residential or Residential Unit – A dwelling within the Contract Area occupied by a person or a group of persons comprised of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
37. Roll Off – A unit varying in capacity between fourteen (14) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, Industrial waste, Refuse or Yard Waste. Not all container sizes are available in all service areas. The unit may be of the open or closed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.
38. Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes 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, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish

includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance.

39. Special Waste – Any waste material including but not limited to, waste discarded from a non-residential source from an industrial process (including process sludge); waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.); waste container free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095); residue and debris from the cleanup of a spill of any size of a chemical substance or commercial product or a waste listed previously or afterward; contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed herein; any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C; chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.
40. 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 keeping of animals, livestock or poultry.
41. Yard Waste – Grass clippings, leaves, and brush and shrubbery trimmings.

ATTACHMENT D – CITY SERVICES

City Services:

# OF CONTAINERS	SERVICE TYPE	FREQUENCY
2	Roll-Off's	1 per box

Requests for new or additional services must be made in writing and will be provided to the City at the City's expense.