

AGREEMENT

THIS AGREEMENT is made and entered into on this 13th day of July, 2023, by and between the OKLAHOMA ENVIRONMENTAL MANAGEMENT AUTHORITY, (“Contractor”), and the CITY OF MINCO and MINCO MUNICIPAL AUTHORITY, collectively (“Authority”), WITNESSETH:

WHEREAS, Contractor was organized by Trust Indenture dated March 9, 1971, which Indenture as amended is incorporated herein by this reference; and

WHEREAS, Contractor is a public trust organized pursuant to Title 60, Section 176 et seq. of the Oklahoma statutes; and

WHEREAS, Contractor owns a solid waste landfill at a location approximately five miles south of El Reno, Oklahoma, and one-half mile east of U.S. Highway 81; and

WHEREAS, Contractor and Authority desire to enter into an agreement for the collection, hauling and disposal of residential and commercial solid waste generated or existing within the City of Minco (“City”) and all premises to which City provides such services; and

WHEREAS, the parties hereto are “public agencies” as defined in the Interlocal Cooperation Act set forth in Title 74, Section 1001 et seq. of the Oklahoma statutes; and

WHEREAS, the parties desire to enter into this Agreement in accordance with Title 74, Section 1008 of the Oklahoma Statutes for the purposes as set forth therein.

NOW, THEREFORE, for and in consideration of One and More (\$1.00) Dollars, and for the other good and valuable considerations herein recited, IT IS AGREED by and between the parties as follows:

1. Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City for collection of residential, commercial and industrial solid waste and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide residential and commercial solid waste collection and delivery to Contractor’s landfill site as specified and to perform all the work called for and described in Exhibit “A” attached hereto and made a part hereof. Exhibit “A” and this Agreement are hereinafter referred to collectively as “Agreement” or “Contract”.

2. All provisions contained in this Agreement shall be strictly complied with and conformed to by Contractor and no amendment to this Agreement 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 this Agreement, except as specifically provided for in such amendment.

3. This Agreement shall be for a period beginning August 1, 2023, through June 30, 2024.

4. This Agreement is entered into subject to the following conditions:

- (a) Contractor shall procure and keep in full force and effect throughout the terms of the Agreement all of the insurance policies specified in and required by Exhibit "A".
- (b) Neither Contractor nor Authority shall be liable for the failure to perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of Contractor or Authority or City.
- (c) In the event that any provision or portion thereof of any part of this Agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any part of this Agreement shall not affect the validity or enforceability of any other provision or portion of this Agreement.

5. Contractor is an independent contractor, and this Agreement is not intended to create any other relationship, including, but not limited to, partnership, joint venture, agency or employment.

6. This Agreement constitutes the entire agreement and understanding between the parties hereto, and shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

7. All notices, requests, or other communications required to be given hereunder shall be given by certified or registered mail addressed to the other party at the following addresses:

Authority:

Minco Municipal Authority
200 West Main Street
Minco, OK 73059

EXHIBIT “A”

1.0 DEFINITIONS

1.01 **Approved Incinerator** – an incinerator which complies with all current regulations of the responsible Local, State, and Federal air pollution control agencies.

1.02 **Bags** – plastic sacks designed to store Solid Waste with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 30 pounds.

1.03 **Bulky Rubbish** – Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors, with the equipment available therefore. Bulky rubbish may include such residential solid waste as: yard waste, discarded appliances, discarded furniture, discarded carpets, discarded mattresses, reconstruction, and remodeling waste. Bulky rubbish shall not include major construction building waste material. Bulky Rubbish shall not exceed three (3) cubic yards, approximately four (4) feet high and four (4) feet deep.

1.04 **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 50 pounds in weight.

1.05 **Collection** – removal of solid waste from the designated pickup location to the transportation vehicle.

1.06 **Commercial and Industrial Unit** – All premises, locations, or entities, public or private, requiring Solid Waste collection within the corporate limits of the City of Minco not a residential unit, except that the term “Commercial Unit” shall not include a Multiple Housing Facility.

1.07 **Container/Polycart** – a receptacle with a capacity of greater than 90 gallons but less than 110 gallons and constructed of plastic.

1.08 **Contract Documents** – This Agreement and any Addenda or Amendments executed in writing by both parties.

1.09 **Contractor** – Oklahoma Environmental Management Authority, its successors or assigns, performing Solid Waste collection and disposal under contract with the Authority.

1.10 **Curbside** – That portion of right of way adjacent to paved or traveled City of Minco roadways.

1.11 **Dead Animals** – animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use or consumption.

1.12 **Demolition and Construction Waste** – waste materials from the construction or destruction of residential, industrial, or commercial structures.

1.13 **Director** – the director of the Solid Waste Management Program of the City shall be the City Manager or his/her designee.

1.14 **Disposal Site** – the Oklahoma Environmental Management Authority Landfill.

1.15 **Hazardous Waste** – any waste or combination of wastes, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, and any waste or combination of waste, as determined by the State of Oklahoma by rules and regulations, which because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a present or potential threat to the health of humans or other living organisms. For purposes of this Agreement, the term “hazardous waste” shall also include motor oil, gasoline, paint, paint cans, and biomedical wastes, the disposal of such biomedical wastes which is regulated by federal or state law.

1.16 **Multiple Housing Facility** – a housing facility containing more than one (1) dwelling unit under one roof.

1.17 **Occupant** – any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or any other improved real property, either as owner or as tenant.

1.18 **Person** – any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, or organization of any kind, or their legal representatives, agent or assigns.

1.19 **Processing** – incinerating, composting, bailing, shredding, salvaging, compacting and other processes whereby solid waste characteristics are modified, or solid waste quantity is reduced.

1.20 **Producer** – an occupant of a Residential or Commercial Unit who generates Solid Waste.

1.21 **Residential Unit** – any room or group of rooms located within a structure, and forming a single habitable unit with facilities, which are used, or are intended to be used for living, sleeping, cooking, and eating.

1.22 **Solid Waste** – all unwanted or discarded putrescible and nonputrescible refuse or waste materials in a solid or semi-solid state, including but not limited to garbage, ashes, street refuse, rubbish, dead animals of less than 10 pounds, yard waste, animal, and agricultural wastes, discarded appliances, special wastes, industrial wastes, and demolition and construction wastes. Solid waste shall not include hazardous waste or stable matter.

- (a) Commercial solid waste – solid waste resulting from the operation of any commercial, industrial, institutional, or agricultural establishment.
- (b) Residential solid waste – solid waste resulting from the maintenance and operation of dwelling units.

1.23 **Solid Waste Container** – receptacle used by any person to store solid waste during the interval between solid waste collections.

1.24 **Solid Waste Disposal** – the process of discarding or getting rid of unwanted material. In particular, the final disposition of solid waste by man.

1.25 **Solid Waste Management** – the entire solid waste system of storage, collection, transportation, processing, and disposal.

1.26 **Stable Matter** – all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.27 **Storage** – keeping, maintaining, or storing solid waste from the time of its production until the time of its collection.

1.28 **Transportation** – the transporting of solid waste from the place of collection or processing to a solid waste processing facility or solid waste disposal area.

1.29 **Yard Wastes** – grass clippings, leaves, tree trimmings.

2.00 **SCOPE OF WORK**

The work under this Contract shall consist of the items contained herein including all the supervision, materials, equipment, labor, and all other items necessary to complete said work in accordance with the Contract. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control.

In case of a storm, flood, hurricane or other Acts of God, the Authority may grant the Contractor reasonable variance from regular schedules and routes.

In case of a storm or other disaster or other Acts of God where it is necessary for the Contractor to perform services beyond the scope of this contract, the Contractor and the Authority shall negotiate the amounts to be paid to the Contractor.

3.00 **TYPE OF COLLECTION**

3.01 **Service Provided** –

- (a) Contractor shall provide service for the collection of Residential solid waste to each Residential unit one time per week. Contractor shall collect such solid waste at curbside. Contractor at its option may collect any solid waste covered under the terms of this Agreement by means of a mechanized collection system, or manual labor for the collection of Residential and Commercial solid waste. The Residential and Commercial solid waste covered under the terms of this Agreement shall be collected at the rate set forth in Sections 14.01 and 14.02 below.

Containers, Bags and Bundles shall be placed at curbside by 6:00 A.M. on the designated collection day. Collection will be made with regulations regarding carts, bags, number of bags, collection or refuse not in bags, etc., as follows:

- (i) Carts – Polycarts provided by the Contractor and set out for weekly collection will be of a size ranging from 90 to 110 gallons with a lid that may be effectively latched, easily rolled, and resistant to tipping by the wind. All Polycarts must have a clearly visible engraved serial number;
- (ii) Tree limbs and brush – Tree limbs and brush items less than 4 inches in diameter securely tied in bundles not larger than 48 inches long, 18 inches in diameter and weighing not more than 50 pounds may be set out for collection.

- (b) OEMA will provide a curbside bulk waste collection, for each residential unit on city sanitation service, once per year on an on-call basis.

OEMA personnel will pick up the bulky rubbish under the following terms:

- Bulk pick up would be scheduled by calling our office at least 2 business days prior to the requested collection day.
- Only waste generated at the service address will be collected. No material can be delivered from another address. For yard waste, bags (not to exceed 35 lbs per bag) must be used, stacked and tied.
- No unacceptable waste. This would include, but not limited to tires, appliances with Freon, motor oil, paint, batteries or any hazardous materials.
- Only household trash or rubbish may be disposed. No construction materials or commercial waste will be accepted.
- No items that weigh in excess of 150 pounds.
- Maximum amount of waste disposed would be three (3) cubic yards, approximately the amount that would fit inside a pick up bed.

- **\$30.00 charge for up to 3 cubic yards. Any amount over 3 cubic yards will be assessed at \$35.00 per cubic yard.** Picture documentation will be provided for bulk over 3 cubic yards.
 - Liquids, radioactive, volatile, highly flammable, explosive or toxic materials will not be accepted.
 - No bulky rubbish will be placed curbside prior to 48 hours before the scheduled pick up. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (not including alleys). Bulky rubbish shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
 - The City of Minco shall collect and remit bulk collection fees, when applicable, to OEMA.

- (c) The Contractor may provide for special collection of stable matter, dead animals in excess of 10 pounds and hazardous waste at Residential and Commercial Units as its sole discretion and upon such terms and conditions as Contractor shall specify and negotiate with the Producer.

- (d) The Contractor may provide for the special collection of Demolition and Construction Waste at Residential and Commercial Units as specified and shall charge according to the type, size and frequency of pick up, and upon such terms and conditions as Contractor shall specify and negotiate with the Producer.

- (e) The Contractor shall reasonably work with the Authority to determine and provide special handling of collections during periods of construction and repair of streets.

- (f) The Contractor shall provide service for the collection of Commercial solid waste to each commercial customer one time per week. The Commercial solid waste covered under the terms of this Agreement shall be collected at the rate set forth in Sections 14.01 and 14.02 below.

- (g) Contractor and Authority agree that there may be some Producers located within the City who by reason of physical disability are not able to place their Polycart at curbside as required pursuant to Section 3.01(a) and Section 3.02(A) herein. Such Producers may contact Authority to make special arrangements for the collection of their solid waste. Authority shall notify Contractor of any such special collection arrangements and Authority, at Contractor's request, shall provide Contractor with documentation in support of such special collection arrangements.

- (h) OEMA will, at no charge, provide free service to all Municipal offices and facilities.

(i) Recycling. Contractor will provide a 30 yard rolloff container for the purpose of disposal and collection of materials for recycling. Authority shall determine the location of the rolloff container, subject to Contractor's approval. Contractor shall pick up the materials for recycling as necessary at a charge of \$300.00 per pickup.

1. The following materials will be accepted for recycling:
 - (a) Paper, newspaper, magazines and catalogs.
 - (b) Plastic bottles No. 1 and 2, provided all lids must be removed from bottles; clear, green and brown glass bottles and jars, provided all lids must be removed from bottles.
 - (c) Aluminum cans
 - (d) Steel cans and tin household containers, such as food cans, provided same must be empty and rinsed clean
2. The following materials will not be accepted for recycling:
 - (a) Paper or plastic grocery bags
 - (b) Motor oil or pesticide containers
 - (c) Light bulbs or drink ware
 - (d) Aluminum foil or pie plates
 - (e) Paint or pesticide cans
 - (f) Plastic tubs (i.e., butter, yogurt)
 - (g) Egg cartons and Styrofoam trays
 - (h) Cereal, soda, beer or tissue boxes
 - (i) Acceptable materials for recycling are not required to be separated.

It shall be the responsibility of Authority to ensure that only acceptable materials are collected for recycling. In the event for three consecutive pickups, Contractor detects materials not acceptable for recycling, Contractor in its sole discretion may discontinue the recycling program, or the parties may negotiate a new charge for recycling.

3.02 **Location of Containers, Bags, and Bundles for Collection** –

- A. Each Container, bag and bundle shall be placed at curbside for collection. Containers, bags and bundles shall be placed as close to the roadway or alley as practicable without interfering with or endangering the movement of vehicles or pedestrians.

During construction in the right-of-way, containers, bags and bundles shall be placed on the Producer's lot or tract and as close as practical to an access point for the collection vehicle. Contractor may decline, upon written notice to both the Authority and Producer, to collect any container, bag and bundle not so placed.

4.00 – **OPERATION**

4.01 **Hours of Operation** – Collection of Solid Waste shall not start before 6:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Authority and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 **Routes of Collection** – Collection routes shall remain as currently established but may be changed after the first 90 days of the Contract by the Contractor in coordination with the Authority. Contractor shall submit a map designating the proposed collection route to the Public Works Director for approval, which approval shall not be unreasonably withheld. The existing route structure shall be retained if at all possible. The Contractor may from time to time propose to Authority for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon Authority's approval of proposed changes, Contractor shall promptly give written or published notice to the affected Residential and Commercial Units.

4.03 **Holidays** – The following shall be Holidays for purposes of this Agreement: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day. Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of collection services on the Holiday, but such decision shall not relieve Contractor of its obligation to provide collection service at least once per week for Residential and Commercial Units.

4.04 **Complaints** – All complaints shall be given prompt attention. Work orders should be emailed to OEMA at workorders@oemaok.org. Contractor will have two (2) business days to complete the work orders. For situations that may take longer than two (2) business days, the contractor shall notify the City of Minco.

4.05 **Collection Equipment** – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be maintained and operated in full compliance with all federal, state, and local laws, kept in good repair, appearance, and in a sanitary condition at all times. Each side of the vehicle shall clearly display the identity and telephone number of the Contractor. In the event any of Contractor's equipment leaks fuel or other fluids onto City streets or alleys, Contractor will take all reasonable steps necessary to remediate such spills.

4.06 **Hauling** – All Solid Waste hauled by the Contractor shall be so contained, tied or enclosed to avoid leaking, spilling or blowing.

5.00 **COMPLIANCE WITH LAWS**

The Contractor shall conduct its operations in compliance with all applicable laws.

6.00 **EFFECTIVE DATE**

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on August 1, 2023.

7.00 **NONDISCRIMINATION**

The Contractor for reasons of race, religion, color, sex or national origin shall deny no person employment or all benefits of employment. Contractor shall take affirmative action to ensure same. Benefits of employment shall include, but not be limited to, recruitment, compensation, training, promotion, transfer, termination and disciplinary action. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Similar notice shall be included in any advertisements for employees. Contractor shall comply with the provisions of Executive Order 11246 and any other Federal or State regulations governing discrimination.

8.00 **INDEMNITY**

The Contractor will indemnify and save harmless the Authority, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful act, or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract. Provided nothing contained in this paragraph or in this Agreement shall be construed as or constitute a waiver of any of Contractor's rights under the Governmental Tort Claims Act, Title 51 O.S. Section 151 et. seq.

The Authority will indemnify and save harmless Contractor, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from a willful act, or negligent act or omission of the Authority, its officers, agents, servants and employees in the performance of this Contract. Provided nothing contained in this paragraph or in this Agreement shall be construed as or constitute a waiver of any of Authority's rights under the Governmental Tort Claims Act, Title 51 O.S. Section 151 et. seq.

9.00 **LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Authority.

10.00 **TERM**

This Contract shall be for a period beginning August 1, 2023, through June 30, 2024.

11.00 INSURANCE

Contractor shall procure and maintain in full force and effect for the period covered by this Contract, full worker's compensation insurance in accordance with the laws of the State of Oklahoma to protect itself and the City of Minco and the Authority against liability under the worker's compensation and occupation disease statutes of the State of Oklahoma.

Notwithstanding any provision herein to the contrary since OEMA is a governmental entity and therefore is subject to the provisions of the Oklahoma Governmental Tort Claims Act, Title 51 O.S. Section 151 et seq., with respect to any liability covered by said Act, OEMA shall only be required to ensure general liability and vehicular liability in an amount equal to the maximum claims available under the current terms of said Act or as later amended.

Premiums for the insurance described above shall be paid by the Contractor.

12.00 OKLAHOMA DEPARTMENT OF TRANSPORTATION DRUG TESTING –

Contractor shall comply with all Oklahoma Department of Transportation Drug Testing Regulations pertaining to the operation of commercial vehicles.

13.00 REMEDY FOR BREACH

Both Contractor and Authority shall have all rights to enforce the terms of this Agreement permitted in law or equity. Neither party shall consider any breach of this Contract by the other party, which is not objected to, a waiver.

14.00 RATES AND METHOD OF PAYMENT

14.01 Rates

- (a) For collection services and disposal required to be performed pursuant to Section 3.01(a), (b) and (f), the charges shall be as set forth on Exhibit "B" attached hereto, subject to adjustment in accordance with Section 14.02.
- (b) For special collection of stable matter, dead animals in excess of 10 pounds and hazardous waste at Residential and Commercial Units provided by the Contractor pursuant to Section 3.01(c), (d), the charges are to be negotiated between the Contractor and Producer prior to collection. Billing and collection for "Special Collection" shall be the sole responsibility of the Contractor.

14.02 MODIFICATION TO RATES

The Authority agrees to pay and the Contractor agrees to accept, in full consideration of the performance of the Contractor's obligations, compensation to be computed as follows:

1. For Residential and Commercial Solid Waste collection, the amount set forth on Exhibit "B" attached hereto.

14.03 **Authority to Act as Collector** – The Authority shall submit statements to and collect from all Residential and Commercial Units for services provided by the Contractor pursuant to Section 3.01 (a), (b) and (f) including those such accounts that are delinquent as set forth in a written notice sent to it by the Authority.

14.04 **Delinquent and Closed Accounts** – The Contractor shall discontinue Solid Waste collection service at any Residential or Commercial Units as set forth in a written notice sent to it by the Authority. Upon further notification by the Authority, the Contractor shall resume Solid Waste collection on the next regularly scheduled collection day.

14.05 **Contractor Billings to Authority** – The Contractor shall bill the Authority for service rendered within five (5) days following the end of the month and the Authority shall pay the Contractor after approval by the Minco Municipal Authority during the next Minco Municipal Authority Meeting. Such billing and payment shall be based upon the rate of schedules set forth in this Agreement. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Authority collected from the customer for such service unless the Contractor has been notified in writing to discontinue such service and has failed to do so.

14.06 **Fuel Cost Adjustment**

In addition to the rate adjustments provided for in the Modification to Rates, Authority shall pay Contractor any amount above \$5.00 per gallon for fuel consumption.

15.00 **TRANSFERABILITY OF CONTRACT**

No assignment of the Contract or any right accruing thereunder shall be made in whole or in part by the Contractor without the prior express written consent of the Authority. In the event of an assignment, the assignee shall assume the liability of the Contractor, including but not limited to Contractor's obligation to deliver and dispose of all Solid Waste collected pursuant to the terms of this Agreement to the Oklahoma Environmental Management Authority Landfill.

16.00 **EXCLUSIVE CONTRACT**

The Contractor shall have the sole and exclusive franchise, license and privilege to provide Solid Waste collection, removal and disposal at the Oklahoma Environmental Management Authority Landfill Site from Residential and certain Commercial Units within the corporate limits of the City.

17.00 **OWNERSHIP**

Title to Solid Waste that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle, or removed by Contractor from the Residential Unit, whichever last occurs.

18.00 **TRASH CONTAINERS**

Beginning with the implementation of the contract, containers necessary to replace existing trash containers will be provided by the Contractor and will remain the property of the Contractor. The Contractor shall also repair damaged trash containers when appropriate and return them to service.

19.00 **RECYCLING**

Any other provision of the contract notwithstanding, the Authority shall have the right to institute recycling programs for multiple solid wastes using its own forces or other Contractor as circumstances dictate. The Contractor may submit proposals for recycling activities as the need and opportunity arises, but such proposals shall be outside the scope of this contract.

Exhibit "B"

Solid Waste Disposal Contract - RATE SCHEDULE

Minco Municipal Authority and Oklahoma Environmental Management Authority

Effective July 1, 2023

Residential Container	1x per week	2x per week		
(1) 95 gal Polycart curb side or alley	\$15.25	N/A		
(1) 95 gal. Polycart house side (as approved)	\$15.25	N/A		
Each additional 95 gal, Polycart	\$ 15.25	N/A		
Dumpster (with permit from City Hall):		N/A		
1.5 yd metal dumpster	N/A	N/A		
2 yd metal dumpster	\$74.00	\$112.00		
3 yd metal dumpster	N/A	N/A		
Outside City Limits (on City water service)	\$15.25	N/A		

Commercial or Industrial	1x per week without lock	1x per week WITH lock	2x per week without lock	2x per week WITH lock
(1) 95 gal Polycart curb side	\$30.00	N/A	N/A	N/A
Each additional 95 gal, Polycart	\$25.00	N/A	N/A	N/A
(1) 1.5 cubic yard metal dumpster	N/A	N/A	N/A	N/A
Each additional 1.5 yard	N/A	N/A	N/A	N/A
(1) 2 cubic yard metal dumpster	\$74.00	\$79.00	\$112.00	\$117.00
Each additional 2 yard	\$74.00	\$79.00	\$112.00	\$117.00
(1) 3 cubic yard metal dumpster	N/A	N/A	N/A	N/A
Each additional 3 yard	N/A	N/A	N/A	N/A
(1) 4 cubic yard metal dumpster	\$97.00	\$102.00	\$182.00	\$187.00
Each additional 4 yard	\$97.00	\$102.00	\$182.00	\$187.00
(1) 6 cubic yard metal dumpster	\$143.00	\$148.00	\$266.00	\$271.00
Each additional 6 yard	\$143.00	\$148.00	\$266.00	\$271.00
(1) 8 cubic yard metal dumpster	\$199.00	\$204.00	\$380.00	\$385.00
Each additional 8 yard	\$199.00	\$204.00	\$380.00	\$385.00

****2x per week commercial will be serviced on Tuesday & Friday**

City Facilities				
All City/MMA Facilities shall be served at no charge, including: City Hall - 2 2 yd roll off Fire Department - 1 2 yd Bill Johnson Park - 1 2yd roll off Water Plant -- _____	no charge			
City Yard - 3 30 yard roll boxes (per pull)	\$500.00 **			
City-wide Clean-up 2x/year -- 2 add'l 40 yard roll off boxes at City Yard Price per additional	no charge \$675.00 **			

****Over 7 tons \$45 per ton plus environmental & host fees**

As-Needed Roll Off Containers	Per Pull	After 30 Days	Over 7 Tons	
1 - 20 cubic yard roll off container	\$450.00	\$5.00 per day	\$45/ton	Plus host fees
1 - 30 cubic yard roll off container	\$500.00	\$5.00 per day	\$45/ton	& environmental
1 - 40 cubic yard roll off container	\$675.00	\$5.00 per day	\$45/ton	fees

*MMA will pay actual disposal costs paid by Contractor, exclusive of taxes, interest, or penalties.

All debris will exclude hazardous waste.

Except as noted, all charges are all-inclusive. Contract to furnish and maintain polycarts and metal fireproof containers.