

AN ORDINANCE TO AUTHORIZE THE MAYOR TO SIGN THE FIRST AMENDMENT TO SERVICES CONTRACT BETWEEN THE CITY OF WARRENTON, MISSOURI AND WILSON WASTE SYSTEMS, LLC PROVIDING MERIDIAN WASTE, MISSOURI LLC AS THE NEW SERVICE PROVIDER FOR REFUSE, RECYCLING AND YARD WASTE COLLECTION

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON MISSOURI, AS FOLLOWS:

SECTION I: That the Mayor is hereby authorized to execute on behalf of the City of Warrenton the First Amendment to Services Contract with Wilson Waste Systems, LLC providing Meridian Waste, Missouri LLC as the new service provider, for refuse, recycling and yard waste collection. A copy of said contract is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION II. If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which not further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity or remaining portions hereof.

SECTION III. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION IV. This Ordinance shall take effect and be in full force from and after passage and approval thereof.

READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Warrenton, Missouri, this 6th day of February, 2018.



President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 6th day of February, 2018.



Mayor

ATTEST:



City Clerk

FIRST AMENDMENT TO SERVICES CONTRACT
(REFUSE, RECYCLING AND YARD WASTE)

This FIRST AMENDMENT TO SERVICES CONTRACT (this "Amendment"), is entered into as of this _____ day of February, 2018, by and between The City of Warrenton, Missouri, a municipality of the fourth class organized under the laws of the State of Missouri (the "City"), Wilson Waste Systems, LLC, a Missouri Limited Liability Company, with an address of 101 E. Booneslick Road, Jonesburg, MO 63351 (the "Service Provider") and Meridian Waste, Missouri, LLC, a Missouri Limited Liability Corporation with an address of 13524 Northwest Industrial Dr., Bridgeton, MO 63044 (the "New Service Provider").

1. On January 13, 2015, the City adopted Ordinance No. 2208 (the "Ordinance") authorizing the Mayor to execute a Services Contract for refuse, recycling and yard waste collection with Service Provider, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Services Contract").

2. The City hereby consents to the assignment by Service Provider of the Services Contract to the New Service Provider in accordance with and pursuant to the Services Contract under the same terms and conditions, including the City of Warrenton's Service Provider/Professional Services Agreement General Conditions, applicable to Service Provider under the Services Contract for the term of the Services Contract.

3. As additional consideration for this assignment, the New Service Provider will provide thirty-six (36) gallon covered recycling containers to customers of the City that receive services under the Services Contract (the "City Customers") at no charge to City Customers or the City. Recycling containers shall be delivered to City Customers within 30 days of execution of this Amendment.

4. As further additional consideration for this assignment, the New Service Provider will provide adequate trash and recycling receptacles to the City for the City's annual Fall Festival at no cost to the City. The New Services Provider will also provide adequate staffing to dispose of all refuse and recycling for the Fall Festival. The City hereby acknowledges and agrees that the New Service Provider may bill the City for the New Service Provider's actual costs for staffing of the Fall Festival. The New Service Provider shall provide any documentation deemed necessary by the City prior to the City reimbursing the New Service Provider for any costs for labor provided for the City's Fall Festival.

5. Any notices or communications under this Assignment shall be delivered as set forth below or to such other address the party to receive such notice may have designated in writing:

If to New Service Provider:

Meridian Waste, Missouri, LLC
13524 Northwest Industrial Dr.
Bridgeton, MO 63044
Attention:

with a copy to:

If to City:

City of Warrenton
200 West Booneslick Rd.
Warrenton, Missouri 63383
Attention: Terri Thorn

with a copy to:

The Graville Law Firm, LLC
130 South Bemiston Avenue, Suite 700
Clayton, Missouri 63105
Attention: Chris Graville

6. This Amendment and the terms, provisions and conditions herewith shall be governed by and construed and enforced in accordance with the laws of the State of Missouri (without giving effect to the conflicts of law provisions thereof). This Amendment may not be modified, amended, supplemented or terminated except by written agreement of the City and the New Service Provider. If any acknowledgement or agreement contained herein, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Amendment, or the application of such acknowledgement or agreement to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each acknowledgement and agreement herein shall be valid and enforceable to the fullest extent permitted by law. This Amendment represents the entire agreement between the City, Service Provider and the New Service Provider and all prior negotiations and communications between the parties concerning the subject hereof are superseded hereby. Capitalized terms used herein and not otherwise defined shall have the meaning provided in the Services Contract.


[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

SIGNATURE PAGE FOR
CITY OF WARRENTON

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgement to be duly executed as of the year and date first set forth above.

"City"

**CITY OF WARRENTON,
MISSOURI**

By: 
Name: Eric Schleuter
Title: Mayor

SIGNATURE PAGE FOR
NEW SERVICE PROVIDER

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgment to be duly executed as of the year and date first set forth above.

"New Service Provider"

Meridian Waste, Missouri, LLC

By: Scott Bradshaw
Name: SCOTT BRADSHAW
Title: AREA PRESIDENT

SIGNATURE PAGE FOR
SERVICE PROVIDER

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgement to be duly executed as of the year and date first set forth above.

“SERVICE PROVIDER”

Wilson Waste Systems, LLC

By: Keith A Wilson
Name: Keith A. Wilson
Title: Owner

City of Warrenton, Missouri
SERVICES CONTRACT

DATE: December 22, 2014

THIS AGREEMENT, made and effective as of January 1, 2015, by and between **The City of Warrenton**, a municipal corporation hereinafter referred to as City, and **Wilson Waste Systems**; hereinafter referred to as "SERVICE PROVIDER," with a business address of 1730 Daniel Boone Ind. Park, Truesdale, MO 63383;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF SERVICES

Service provider services are necessary for the following Project of City: Providing of Refuse, Recycling and Yard Waste Collection.

Except as expressly specified herein, Service provider hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the service which are particularly described as follows (and, if applicable, as more specifically set forth in the attached **Exhibit A**, incorporated herein):

Providing of Refuse, Recycling and Yard Waste Collection

The above services (hereinafter referred to as the Work) shall be provided by the Service provider in accordance with all the provisions of the Contract and attached **City of Warrenton General Conditions** for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Service Provider, as commission:

a sum not to exceed \$ _____

or (if above box not checked):

such amount as is set forth on an attached Exhibit A which is incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Service provider pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City

directs in writing additional services not included in this Agreement, Service provider shall be paid as follows:

Additional services will not be provided unless authorized in writing.
Vendor will be responsible for promptly addressing any third-party claims for lost monies related to vendor's equipment.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City in a lump sum within ten days after the end of the month in which the invoice was received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Contract shall be commenced on January 1, 2015 and shall remain in effect until December 31, 2019 and shall be performed so as not to delay or hinder City's schedule for the project. Failure to complete the work by the completion date shall result in a reduction in the amount due the Service provider under this contract in the amount of n/a per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

SERVICE PROVIDER

By Keith A. Wilson

Title owner

CITY OF WARRENTON, MISSOURI

By Melody Bugh

DATED: 1-15-15

ATTEST: Melody Bugh, City Clerk

CITY OF WARRENTON
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS

Independent Service provider. The Service provider shall be and operate as an independent Service provider in the performance of this Contract. The Service provider shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Service provider shall be employees of said Service provider and not employees of the City in any respect.

Compliance with Laws. The Service provider shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

Subcontracts. The Service provider shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Service provider.

Indemnification. To the fullest extent permitted by law, the Service provider agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from service provider's breach of the Contract or out of services and operations negligently performed hereunder by the Service provider, including the City's reliance on or use of the services or products provided by the Service provider under the terms of this agreement. The Service provider shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Service provider agrees that this indemnification requires Service provider to obtain insurance in amounts specified herein and that Service provider has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Service provider shall furnish the City the certificates of insurance for property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Exhibit A, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Service provider's work, as determined by the City, shall be named as additional insured.

The City and Service provider waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Nondisclosure. The Service provider agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract.

Changes. No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Service provider shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Service provider, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Service provider shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Service provider, upon written notice from the City, to immediately proceed with such alteration or change, and Service provider shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Service provider written notice to such effect. The City shall not be liable to the Service provider for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Service provider shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Service provider.

Other Service providers. The City reserves the right to employ other service providers in connection with the Work.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Service provider in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Service provider/Services Contract or proposal of the Service provider, the requirements of the City's Request for Proposal and this executed Service provider/Professional Services Contract shall control and supercede unless a change thereto is specifically stated in this Contract (including Exhibit A "Scope of Work").

Project Records and Work Product. The Service provider shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Service provider created in performance of or relating to this Contract. Service provider agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Service provider for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Service provider identified in the Service provider's proposal and no other personnel of the Service provider shall perform any of the Work without the express written approval of the City.

Representations. Service provider agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Right to Recover Attorney's Fees and Costs. Service provider undertakes and agrees that if Service provider breaches or threatens to breach any provision of this Contract (including Exhibit A "Scope of Work"), Service provider shall be liable for any attorney's fees and costs incurred by City in enforcing its rights under this Contract, whether or not a lawsuit is filed in connection with such efforts to enforce City's rights under this Contract, including, but not limited to, any of the covenants set forth in this Contract.

Other Special Provisions. The special provisions set forth on Exhibit A are incorporated herein by reference, and made a part hereof.

SERVICES TO BE PROVIDED

The Refuse Contractor shall have the responsibility for curb-line collection and disposal of all refuse, bulky trash, and yard waste from all single family/duplex households in the City at such collection points and in the manner and frequencies as described herein. Refuse Contractor shall also be responsible for collection and disposal of refuse from all dumpsters and mobile carts at multi family residential units and all City facilities. Dumpsters and mobile carts shall be provided for all City owned facilities at no additional cost as well as dumpsters for multi-family residential units for which the collection charges are paid by the City. The City shall pay for collection of 35-gallon containers and/or 96-gallon mobile carts once weekly for single family/duplex households. The City shall pay for collection of dumpsters and mobile carts from all multi family and City owned facilities twice weekly. The City invites an alternate bid for the weekly collection for single family/duplex households which limits the number of 35-gallon containers to a maximum of six or 96-gallon mobile carts to a maximum of three per single family/duplex household per pickup. If the alternate bid limiting the number of containers for single family/duplex households is accepted by the City, Contractor and householder may contract separately for collection of additional containers, but the City will not act as collection agent for contractor.

The Refuse Contractor shall have the responsibility for curb-line collection and hauling of all recyclables. The Refuse Contractor shall provide a container for recyclables, and shall designate in the bid the specific type of container to be provided. The City invites alternate bids for the provision of City-wide recycling services to all single family/duplex residential households. The City shall pay for the collection of up to one 64-gallon container of recyclables per household per pick up if the alternate bid option of City-wide recycling is accepted otherwise, the City shall pay only for those

households who sign up for recycling service. Recycling service is not provided to multi-family units.

The Refuse Contractor shall collect weekly between March 1st and October 31st of each year of the term of this contract all Yard Waste brought to the curb either in bags, containers or tied in bundles that do not exceed four feet in length, twenty-four inches in diameter or 75 pounds in weight. Contractor and householder shall contract separately for collection of Yard Waste but the City will not act as collection agent for contractor.

The Refuse Contractor shall contract separately with householder for any rental costs of additional refuse or recycling containers or cost for removal of bulky trash or white goods but the City will not act as collection agent for contractor.

ADDITIONAL COLLECTION REQUIREMENTS

Any and all spillage of waste at any stage of the collection and transportation operation shall be immediately and completely removed by the offending contractor.

No collection shall occur on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Collection shall occur on the first collection day following each of the holidays listed above. No collections shall be made on Sundays. All refuse collections shall occur between the hours of 7:00 a.m. and 7:00 p.m. on the day specified. All recyclables and yard waste collections shall occur between the hours of 7:00 a.m. and 7:00 p.m. on the day specified. Yard waste collections shall occur weekly between March 1st and October 31st of each year of the term of this contract. Any deviation from this collection schedule shall receive prior written approval from the City.

The collectors and truck operator shall exercise care to keep noise at a minimum, particularly during early morning hours.

No refuse or recyclables shall be transported in the loading hoppers of trucks.

Each contractor shall establish regular routes and a schedule of collection days for each collection point. The City shall approve all schedules and routing and any changes thereto. It will be the responsibility of the contractor to provide appropriate notifications to all affected residences of any approved changes to the currently scheduled pickup days. The City and the contractor shall mutually prepare the format and information of such notification. Property owners will be notified of all necessary and appropriate information for the implementation or changes in recyclables services.

Compactor type vehicles shall not enter upon private property, except private streets, nor shall driveway aprons or sidewalks be used to facilitate a turn around. The offending contractor shall promptly replace facilities damaged by such contractor with like facilities at such contractor's sole expense.

REPORTS TO THE CITY

The Refuse Contractor shall provide a designated representative who will be the primary contact for the City and households to report misses or improper collections. The Refuse Contractor shall also designate a representative who will serve as the contact for City staff in completing the reconciliation process for the Contractor's invoice and City billing records who shall be available at all reasonable times to City staff.

The Refuse Contractor shall also submit monthly records of the total number of households collected within the City by the fifth (5th) working day of the month following collection.

The Refuse Contractor shall also submit monthly records of total quantity of recyclables collected within the City and the number of households using recyclables services by the fifth (5th) working day of the month following collection. The Refuse Contractor shall also furnish, if requested by the City, written verification of markets for recyclables and destination of recyclables collected, e.g., mill-processing tickets.

VEHICULAR REQUIREMENTS

All vehicles used within the City in the performance of the Refuse, Yard Waste and Recyclable contract shall:

- (a) Carry evidence of a current State of Missouri safety inspection.
- (b) Be kept clean for appearance, and suitability for refuse and recyclables collection in a manner that prevents spillage.
- (c) Not exceed a gross axle weight of 15 tons on the refuse and recyclable disposal vehicles. The gross vehicle weight of the vehicles shall not exceed 30 tons for single axle trucks.
- (d) Comply with all ordinances of the City of Warrenton.

INSURANCE AND BOND REQUIREMENTS

Performance Bond - The Refuse Contractor shall post and maintain during the term of the contract, at its own expense, a surety bond or letter of credit equal in amount to fifty thousand dollars (\$50,000). The form of bond and the bonding company shall be subject to approval of the City Attorney. The bond shall indemnify the City against the Contractors' failure or inability to comply with the terms of the contract.

Worker's Compensation Insurance - The Refuse Contractor shall obtain and maintain in force during the term of the contract, at their own expense, Worker's Compensation Insurance in amounts as prescribed by Statutes of Missouri. Any approved sub-contractor also shall obtain, and maintain in force during the term of the contract, Worker's Compensation Insurance meeting state statutory requirements.

Liability Insurance - The Refuse Contractor shall obtain and maintain in force during the term of the contract, at their own expense, for all vehicles, equipment and personnel used in the

work covered by the contract, whether used and employed by the contractor or sub-contractor, liability insurance in companies and form satisfactory to the City in a sum of not less than \$500,00 for any one person and the sum of \$1,000,000 for any two or more persons who may be injured in any one accident, and the sum of \$500,000 for any property damage at any one time by reason of carelessness or legally recognizable negligence of the driver or operator of each such vehicle used in the work. Such insurance shall specifically name the City of Warrenton as an additional insured party under said policies, and said insurance shall be carried by a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri. A verified copy of such insurance policy or policies, which shall be approved by the City Attorney, shall be filed in the Office of the City Clerk with the certificate of the insurer that the policy is in full force and that the policy will not be altered, amended or terminated without thirty (30) days prior written notice having been given to the City of Warrenton. Any approved sub-contractor shall be subject to all conditions of this paragraph.

PENALTIES

In the event that the Refuse Contractor shall fail or refuse to perform its duties and obligations, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment of assets by the Refuse Contractor for the benefit of its creditors, or the taking of the Refuse Contractor's trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against the Refuse Contractor, in such events, the City may at its option declare the Refuse Contractor, whichever the case may be, to be in breach of its agreement, and the City may without

notice terminate the agreement and declare it forfeited and terminated, and the City shall, in addition, be entitled to recover damages and take such other action and seek other remedies available to the City, which shall include, but not be limited to, collection on the Performance Bond posted by the Refuse Contractor, as the case may be.

The Refuse Contractor shall pay a sum of \$500 per day as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to comply with the provisions of the contract. The liquidated damages shall be deducted by the City from any sums of money that may be due or shall become due to the Contractor under the contract.

Missed collections reported to the Refuse Contractor in the morning shall be picked up the same day; missed collections reported to the Refuse Contractor in the afternoon shall be picked up no later than the following morning before starting its regular route.

The Refuse Contractor shall defend, indemnify and hold harmless the City from and against any and all costs (including, but not limited to, attorneys' fees), expenses (including, but not limited to, settlement payments), actions, suits, proceedings, claims, demands, assessments, judgments, incident to or arising as a result of the performance or failure to perform on the part of such contractor, or any of its approved subcontractors, under this contract.

The contract shall not be assignable or transferable by the Refuse Contractor, nor shall a subcontractor perform any service for the Refuse Contractor without the City's prior consent in writing.

CANCELLATION OR EXTENSION

The City expressly reserves the right to terminate the contract with the Refuse Contractor without cause after one calendar year from the date of the contract concerned. Should the City elect to exercise this right, it shall give written notice to the contractor concerned at least sixty

(60) days prior to the effective date. At the conclusion of the initial 60-month term, the Refuse contract shall be automatically renewed from year to year unless the City or the Contractor concerned gives written notice to the other party of the termination of the contract concerned no later than 5 p.m. on October 1 of the year preceding the contract extension.

The contract price during each extended, one-year period shall be at the same schedule of rates as the previous year.

DEFINITIONS

City - The City of Warrenton, Missouri

Garbage - Such materials as all semi-solid and solid food wastes derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by householders for the refreshment or sustenance of human beings or animals (excluding liquid wastes or materials from the processing of hides or other animal parts).

Rubbish - Cold ashes derived from fireplaces, paper of all kinds, cartons and containers, books, magazines, straw, excelsior, sawdust, shavings, small pieces of wood, tin cans, tin-ware and other small metallic items and materials, bottles, glassware, crockery, dishes and parts of furniture, fixtures and other household equipment, and all other useless, rejected and cast off matter of such weight, dimension, size and shape that they can be stored in a standard container as defined herein excluding parts of trees, bushes and pieces of wood, leaves and grass cuttings, street sweepings, catch basin contents, soil, mortar, plaster, concrete, bricks, stones, gravel, sand and all wastes or leftover materials resulting from grading, excavation, construction, alterations, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension and shape cannot be stored in a standard container as defined herein except that "Rubbish" shall include the debris resulting from remodeling, repair or reconstruction of any building which can be properly placed in a standard container the weight of which does not exceed seventy-five (75) pounds and can be removed by not more than two persons.

Bulky Trash - All household appliances, household furnishings, and yard equipment 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 used for route

collection and excluding household garbage and rubbish, yard waste, construction materials, construction debris, recyclables or automobile parts.

Yard Waste - Grass clippings, leaves, tree limbs and tree, shrub and plant prunings stored either in bags, containers or tied in bundles that do not exceed four (4) feet in length, twenty-four (24") inches in diameter or seventy-five (75) pounds in weight.

Recyclables - All commingled or separate: plastic bags and containers and Styrofoam material; aluminum containers and material; clear, green and brown/amber glass containers; steel containers used in a household; newsprint and paper at the consumer level; fiberboard and corrugated cardboard at the household level and such other items as may be added from time to time.

Curb Line Collection - Collection of refuse in 35-gallon containers weighing no more than seventy-five (75) pounds when full, or 96-gallon mobile carts, at one location at the curb fronting each household.

Refuse - All garbage and rubbish but not recyclables, bulky trash and yard waste.

Household or Householder - Those who live in a single-family residence, one-half of a two-family residence or in an apartment.

Refuse Contractor - The contractor who is awarded the bid for refuse collection and disposal and recycling services for the City of Warrenton for the period beginning January 1, 2015.

Exhibit "A"

**WILSON WASTE REFUSE/RECYCLING CONTRACT
CHARGE FOR SERVICES**

	Monthly Cost
Single family/duplex	
-Trash only	\$9.15
Multi family	
-Trash	\$7.15
Seniors	
-Single family trash	\$8.45
-Multi family trash	\$6.65
Optional Services billed to City	
Curbside Recycling per unit	\$1.25 per month
Optional Services billed by Wilson to Customer	
Mobile Recycling Container	\$2.25 per month
Mobile Refuse Container	\$3.00 per month
Bulky Item Disposal	\$20.00 per item
Yard Waste Disposal	\$10.00 per month