

PRIVATE TRASH COLLECTORS CONTRACT

This contract executed on this ____ day of _____, 20____, by and between the City of Springdale, Arkansas, a municipal corporation, hereinafter called the "City", and _____, hereinafter called "Private Collector".

WHEREAS, the City deems it desirable to permit Private Collectors to execute agreements for the collection of solid waste from any unit in the City where the generator typically and generally generates 2 cubic yards or more of solid waste per week, hereafter called Commercial/Industrial Units; and

WHEREAS, the Springdale Code of Ordinances Section 102.2 requires that any such Private Collector must meet City qualifications and execute a contract with the City prior to entering into any such agreements with Commercial/Industrial Units for the collection of such solid waste.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:

1. The City hereby grants to the Private Collector the right and privilege to collect and dispose of solid waste from all Commercial/Industrial Units that generally generate two cubic yards or more of solid waste per week and with which the Private Collector has executed written agreements. Private Collector agrees to provide the City Clerk's Office with a list of the name and address of all Commercial/Industrial Units with which such agreements have been entered into by January 1st each year, and to update same whenever additions or deletions occur.
2. All solid wastes collected for disposal under this contract shall be hauled to a site or facility legally empowered to accept it for treatment or disposal as approved by the City of Springdale, State of Arkansas and all Federal governing agencies. Any fees incurred by Private Collector shall be included in said separate agreements with Commercial/Industrial Units.
3. The Private Collector agrees to only use vehicles and equipment that meet all licensing and inspection requirements of Federal and State authorities, and permit the Private Collector to adequately and efficiently perform its duties hereunder. Said vehicles and equipment shall be maintained in good repair and appearance and kept in a sanitary, clean condition at all times. All vehicles shall be covered and constructed so as to prevent the contents from sifting, leaking, or falling from the vehicles.
4. In the event that construction contractors approach the Private Collector for disposal of their solid waste on a temporary basis, then Private Collector shall negotiate separate agreements with said contractors.

5. As used herein, the term "solid waste" shall have be defined as indicated by Section 102-1 of the Springdale Code of Ordinances.
6. If Private Collector fails or refuses to abide by any of the terms contained herein, City shall give Private Collector ten (10) days written notice to cure any such failure or refusal. If same is not cured within ten (10) days after receipt of such notice, the City shall have the right to cancel this Contract upon five (5) days written notice delivered or mailed to the Private Collector at its regular mailing address.
7. The term of this Contract shall be for one year from the date of execution. If Private Collector desires to continue Commercial/Industrial hauling, a new contract will need to be executed with the City each year.
8. Private Collector shall pay to the City Clerk's Office, on January 1st of each year, a license fee of \$150.00 per year, for the privilege of doing business in the City of Springdale, use of the City Streets and cost of administration of this contract.

THIS CONTRACT EXECUTED on this _____ day of _____,
_____.

CITY OF SPRINGDALE, ARKANSAS
A Municipal Corporation

By: _____
Doug Sprouse, Mayor of Springdale

ATTEST:

Denise Pearce, City Clerk

Private Collectors Signature

Name: _____

Address: _____

Phone: _____

ATTEST:

Title: _____