

## **VILLAGE OF LEAWOOD, MISSOURI**

### **SOLID WASTE HAULING AND DISPOSAL AGREEMENT**

This agreement made and entered into between the Village of Leawood, Missouri, hereinafter referred to as "VILLAGE" and Allied Services LLC, dba Allied Waste Services of Galena, hereinafter referred to as "CONTRACTOR".

WHEREAS, the VILLAGE desires to enter into an agreement for the collection, hauling and disposal of solid waste for the residences of the Village of Leawood, Missouri.

WHEREAS, CONTRACTOR is engaged in the business of and is capable of providing solid waste collection and hauling services for the residences of the VILLAGE:

THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. The VILLAGE does hereby grant to the contractor the right and privilege, during the term of this agreement, to collect and transport through the streets of the VILLAGE all residential solid waste, including all non-liquid garbage, rubbish, and trash, collected within the VILLAGE limits, as per the terms and conditions hereinafter set forth.
2. The term of this agreement shall be effective September 1, 2010 through August 31, 2015 for a period of five (5) years with the option to negotiate an additional five (5) year extension not less than 60 days prior to the end of the final year of original agreement.
3. The CONTRACTOR agrees to indemnify and hold the VILLAGE harmless from any liability of any kind or nature, which the VILLAGE may incur as a result of CONTRACTOR'S collection and transportation of refuse, either within or outside the city limits.
4. The CONTRACTOR agrees to provide weekly curbside collection on a day agreeable by both parties. CONTRACTOR will provide each resident with one 95-gallon poly-cart. Poly-cart will be the property of said CONTRACTOR and will be maintained throughout this agreement by the CONTRACTOR. CONTRACTOR will only pick-up cart contents only. Additional poly-carts will be available for \$5.00 per month.
5. The CONTRACTOR shall provide billing quarterly and collection weekly to all residential units and landlords shall be liable for the trash bill on all rental units. Residential rate is \$10.00 per month. Annual adjustments will be made on the anniversary date of year four and year five. Rate adjustments will be based on the Consumer Price Index for Water, Sewer, and Trash collection services with a minimum of three percent and a maximum of five percent. In addition, Allied Waste may petition the town at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as fuel which is not in Allied's

control. Such rate adjustments shall be subject to the review and consent of the town with supporting documentation provided by Allied Waste. Nonpaying delinquent customers may be refused service by the Contractor.

6. All solid waste collected within the VILLAGE to be disposed of only in an approved sanitary landfill, or transfer station licensed and approved by all appropriate state agencies in the State of Missouri.

7. CONTRACTOR shall collect one (1) large household item per week on regular scheduled collection day upon notifying CONTRACTOR of any such items to be picked up. No construction and demolition or unacceptable materials as defined by Sub-Title "D" landfill regulations will be collected. Yard Waste will not be accepted.

8. CONTRACTOR to provide Certificate of Insurance for Workman's Compensation and General Liability in the amount of not less than \$500,000 each. All solid waste collected within the VILLAGE shall commence between 6:00 A.M. and 5:00 P.M. curbside in front of each residential unit or the driveway of the residence.

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTOR, SUCCESSORS AND ASSIGNS.

VILLAGE OF LEAWOOD, MISSOURI

ALLIED WASTE SERVICES OF  
GALENA:

BY \_\_\_\_\_

BY \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_