

**CITY OF ALBION, NEBRASKA
GARBAGE SERVICE CONTRACT**

This contract is entered into between the City of Albion (herein referred to as "City") and Bud's Sanitary Service, LLC (herein referred to as "Hauler"). The term of this contract is from the 1st of December 2024 to the 30th of November 2027. The Hauler will be required to perform, at a minimum, the following services:

1. **Services.** Within the corporate limits of the City, the Hauler shall collect and remove refuse, including ashes, garbage, rubbish and waste, produced on each premises as directed by the City and in accordance with Albion City Code.
 - Each residential pickup will consist of one (1) 96-gallon toter and up to three (3) extra thirteen (13) gallon size bags at no extra charge. Residents exceeding weekly pickup limitations will be required to utilize add'l toters.*
 - Commercial customers will utilize toters or dumpsters. Receptacles and pickup frequency will be based on location and trash output.*

*Garbage in excess of the above limitations will be arranged between the Hauler and the resident/business and will be billed directly.

2. **Collections.** The Hauler shall make collections once a week for all residential customers, one to three times a week for commercial customers, and if possible, will pick up on holidays. Normal collections, which would fall on a holiday, at the discretion of the Hauler, may be collected on either the preceding route day or the following route day. During times of inclement weather, routes will return to normal as soon as feasibly possible. Generally, residential pickup is curbside, although some residential is alley pickup. Customers are responsible for having their toters curbside, or accessible in the alley, regardless of weather conditions. Commercial toters or dumpsters shall be accessible regardless of weather conditions. An alternate pickup location may be allowed for elderly or disabled residents. Residential collections shall not begin prior to 6:00 a.m., Commercial collections shall not begin prior to 5:00 a.m. or after 9:00 p.m. Collections outside of these times may not be made without prior approval of the City. The Hauler shall at all times provide its services in compliance with Albion City Code and the Integrated Solid Waste Management Act and all other State and Federal Laws, Rules and Regulations concerning the collection and disposal of refuse as the same may be amended from time to time.

3. **Customer Relations.** The Hauler shall have their telephone number listed in local telephone directories, and when not available during normal business hours, provide voicemail and cell phone number(s). Generally, correspondence with city residents will be handled by the City Office but may be redirected to the Hauler as needed.

4. **Containers.** The Hauler shall provide all residential customers with wheeled containers (herein referred to as "toters"), type and design subject to city approval. The Hauler shall provide toters or dumpsters for commercial customers based on their specific needs. Repair or replacement of toters and dumpsters due to normal wear and tear will be the responsibility of the Hauler. Damages to toters and dumpsters by negligence of customers will be the responsibility of the customer and will be paid directly to the Hauler from the customer.

5. **Trucks and Roll-off Containers.** The Hauler shall provide all trucks and other equipment necessary for the collection and disposal of refuse. Each truck shall be maintained in a clean and safe operating condition at all times and shall be equipped with a closed body that incorporates a hydraulically operated device for compacting collected refuse.

6. **City Refuse Collection.** The Hauler shall provide weekly refuse collection and disposal service to all city premises, at no cost to the City. Hauler shall provide a semi-trailer to the City in the event of a city-wide cleanup for metal, iron and appliances for residents and businesses within city limits free of charge and will provide up to two (2) roll-offs per year at no cost to the City.

7. **Recycling.** The Hauler shall cooperate with the City in seeking to establish a program by and through which certain materials that would otherwise be disposed of at a disposal site be recycled by way of recycling containers to be placed at locations approved by the City.

8. **Personal Disposal of Refuse.** The Hauler will negotiate separately with the owners of premises for the lawful collection and disposal of items too large for normal container collection, such as discarded household appliances, sofas, mattresses, dressers, etc., subject to a separate charge. Also, since the Hauler cannot co-mingle any construction or demolition debris (C & D) with the solid waste stream, these items can be hauled to their licensed site just north of Newman Grove.

9. **Household Hazardous Waste.** The Hauler shall not accept and dispose of any hazardous household waste (HHW) including, but not limited to: chemicals, flammable aerosol cans, fertilizer, lead acid batteries (such as 12-volt automotive batteries) liquid paint, tires, waste oil and lithium-ion batteries (such as rechargeable batteries for laptops, tablets, cell phones, cameras, handheld gaming devices, hoverboards, e-cigarettes, cordless appliances/ power tools and ride-on toys).

10. **Insurance Requirements.**

A. The Hauler shall provide liability insurance with companies and coverage satisfactory to the City for all vehicles used in the performance of this agreement. Liability insurance coverage shall provide for a limit of not less than \$1,000,000.00 for bodily injury and not less than \$1,000,000.00 for property damage claims for any one accident.

B. The Hauler shall provide commercial comprehensive general liability coverage, premises and operations excluding vehicles, with companies and coverage satisfactory to the City for a limit of no less than \$1,000,000.00 for property damage claims for any one accident and shall add the City of Albion as an additional insured party under such policy.

C. The Hauler shall furnish the City with adequate evidence that it has obtained and is maintaining in force Workmen's Compensation insurance as prescribed by the laws of the State of Nebraska.

D. All insurance shall be carried with a company or companies duly licensed or permitted to carry on such business in the State of Nebraska.

E. The Hauler shall furnish the City with a certificate or certificates of insurance indicating that all required coverage and policies are in full force and effect and that they will not be altered, amended, or terminated without thirty (30) days written notice to the City. A copy of such insurance policy or policies shall be filed with the City Clerk.

11. Rates to be charged, per month*

Residential Service

Once per week residential service with the Hauler supplying containers;

1. Monthly rate per residence with one (1) 96-gallon toter: \$16.75
2. Monthly charge per extra toter: \$5.00.

Senior Citizen Residential Service (65 or older)

Once per week residential service with the Hauler supplying containers;

1. Monthly rate per residence with one (1) 96-gallon toter: \$16.75
2. Monthly charge per extra toter: \$5.00.

Commercial Service without need for Dumpster

1. \$23.75 per month per operational commercial water meter
2. Monthly charge per extra toter: \$5.00.

Commercial Service with need for Dumpster

1. \$23.75 per month per operational commercial water meter, regardless of dumpster size, or number of times picked up.
2. An additional \$25.00 per month rental fee per two (2) yards of dumpster size if Hauler provides dumpster
3. No rental fee if commercial customer provides own dumpster. Dumpster must meet Hauler's acceptability expectations.

Apartment Service

1. Monthly rate per unit with one (1) 96-gallon toter: \$16.75
2. Monthly charge per extra toter: \$5.00
3. If it is determined that an apartment structure needs to utilize a dumpster, rental fees as described above will apply.

*The per monthly base rate for each classification of service shall increase by \$0.50 per active water meter effective December 1, 2025 and December 1, 2026.

Recycling Service

Recycling is not currently a viable option in our area at this time. If market trends and feasibility change, Bins/Dumpsters may be placed in public places as well as at local businesses for public recycling at the following rates:

1. \$0.00 per yard of product hauled per month.
2. \$0.00 per month rental fee will be added to the above rate per dumpster rental if rental is needed.
3. \$0.00 per ton will be remitted to the City of Albion for product hauled and recycled.

12. **Terms of Payment.** Invoices based on contract rates (or contract rate amendments as provided by Paragraph 13) will be prepared by the Utility Billing Clerk of City of Albion and submitted to the Deputy Clerk of City of Albion prior to each monthly council meeting, generally held the second Tuesday of each billing month. Upon approval, payment will be issued and mailed following the council meeting. **The City Council may withhold payment based on contract disputes or problems with Hauler provided service if it deems such action necessary.**

13. **Terms of Agreement.** That in years commencing with December 1, 2024 to November 30, 2027, the Hauler may request and be granted a price increase up to ten percent (10%) of the rates over the term of the Agreement in the event of a five percent (5%) increase in either the (a) landfill rate; or (b) CPI-W for the Midwest Region, in which case the rate may be negotiated between the City and the Hauler but not to exceed ten percent (10%) of the present rate. The rate may be negotiated higher in the event of war, fuel rate increase of twenty percent (20%) over the present rate, or labor strike.

CITY OF ALBION

Mayor

Date

BUD'S SANITARY SERVICE, LLC

Daryl Guthard/Holly Guthard, Owners

Date