



Solid Waste Advisory Committee

**May 31, 2018
10:00 a.m.**

Agenda



Central Texas Solid Waste Advisory Committee (SWAC)

Central Texas Council of Governments Building
2180 North Main Street, Belton, TX 76513
May 31st, 2018, 10:00 am

Agenda

1. Call to Order.
2. Public Comments.
3. Staff Update.
4. **Action Item:** Approval of November 8, 2017 Meeting Minutes.
5. **Discussion Item:** Texas A&M University-Central Texas Solid Waste Data Collection.
6. **Discussion Item:** Update on FY2018 Household Hazardous Waste (HHW) events.
7. **Discussion and Action Item:** Publishing Call for Applications for FY2019 Household Hazardous Waste (HHW) events.
8. **Discussion and Action Item:** Contract option for Stericycle contract.
9. Member Comments.
10. Set Next Meeting Date and Agenda Items.
11. Adjourn.

Item #4:
Meeting Minutes



SOLID WASTE ADVISORY COMMITTEE

Wednesday, November 8, 2017

9:30 AM

Central Texas Council of Governments (CTCOG)

2180 North Main Street

Belton, TX 76513

Voting Members Present

Zoe Rascoe – Citizen Representative
Lisa Sebek –City of Temple
Comm. Opie Watkins - Milam County
Peter DiLillo – City of Killeen
Jeremy Allamon – City of Belton
Duane Herrera – Bell County
Bill Parry—City of Gatesville

Others Present

Jack Ranney—Stericycle
Jason Deckman—CTCOG
Cheryl Maxwell —CTCOG

I. WELCOME AND INTRODUCTIONS:

- Zoe Rascoe called the meeting to order at 9:30am.

II. PUBLIC COMMENTS:

- There were no public comments.

III. STAFF UPDATE:

- Jason announced that the Funding Plan and COG Application have been approved by TCEQ. The Implementation budget is set at \$60,000.

IV. ACTION ITEM: DISCUSSION AND APPROVAL OF AUGUST 31, 2017 MEETING MINUTES:

- Bill Parry moved to approve the minutes. Motion was seconded by Peter DiLillo and passed unanimously.

V. ACTION ITEM: MEMBER APPOINTMENTS AND ELECTION OF OFFICERS

- Nomination of Mr. John Trigg from WilsonArt as Private Sector Business Representative
Motion by Duane Herrera, seconded by Comm. Watkins, passed unanimously.

VI. DISCUSSION ITEM: PRESENTATIONS BY APPLICANTS FOR HOUSEHOLD HAZARDOUS WASTE EVENTS:

- Lisa Sebek described that SWAC had promised supplementary funding to the Temple event. Jason confirmed that commitment during approval of the 2018 funding plan at the August 2017 meeting. Jason stated that 1/3 of the attendees to the most recent event in Temple came from outside the city.
- Bill Parry requested \$10,000 for 2018 and the city will pay the difference. He stated that past Gatesville events have been well-attended and their population is continuing to grow. He plans on collecting latex paint for reuse, which saves money on the cost of the event. He receives empty buckets free from local hardware stores.
- Peter DiLillo described the list of items he will be accepting at the Killeen HHW event. Electronics will not be accepted at the event because he takes those at the city recycling facility. He is scheduling in February to balance the other events that take place later in the year. He will also cover the cost of the event over what SWAC commits.
- Milam County proposed an event in Thorndale. Commissioner Watkins is working with Comm. Jeff Muegge, Precinct 4 to organize the event. An event has never been held in that part of the county. The County is committing \$5,000 to the event and is again offering to pay for renting a tire trailer.

VII. ACTION ITEM: SCORING AND SELECTION OF HOUSEHOLD HAZARDOUS WASTE (HHW) EVENTS AND FUNDING ALLOCATION FOR 2018

- Events and committed funding amounts were determined as follows:
 - Temple – October 14, 2017 - \$10,000
 - Killeen – February 3, 2018 - \$20,000
 - Gatesville – March 10, 2018 - \$10,000
 - Thorndale – April 14, 2018 - \$20,000
- Motion made by Bill Parry, and seconded by Peter DiLillo. Motion passed unanimously.

VIII. MEMBER COMMENTS/DISCUSSION:

- Jack Ranney confirmed that Stericycle is available for the dates as approved.
- Members discussed approaching Clearwater and Post Oak Savannah Underground Water Conservation Districts for financial contributions to events in their areas.

X. SET NEXT MEETING DATE AND AGENDA ITEMS:

- Next meeting date is tentatively set for May 2018.

XI. ADJOURNMENT: Meeting was adjourned at 10:49 a.m.

Zoe Rascoe, SWAC Chair

John Weber, CTCOG Solid Waste Coordinator

Item 5: TAMU-CT Solid Waste Data Collection



**Solid Waste Advisory Committee
May 31, 2018
Agenda Item #5**

Solid Waste Data Collection

Dr. Vinay Gomela, Assistant Professor of Management, with Texas A&M University-Central Texas, will be discussing information on his professional work with solid waste.

Action Item: No action needed; for discussion only.

Item #6: FY2018 HHW Events

Update on FY2018 Household Hazardous Waste Event

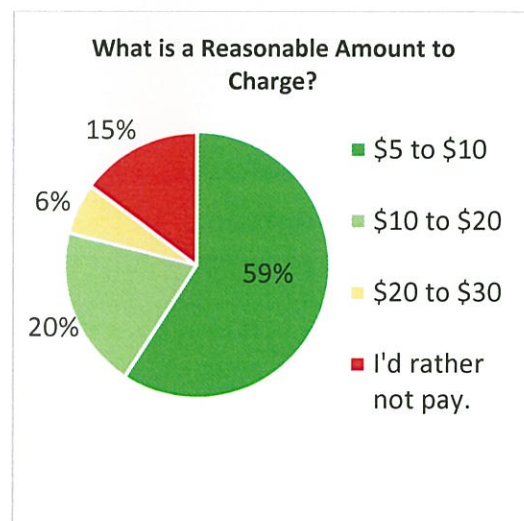
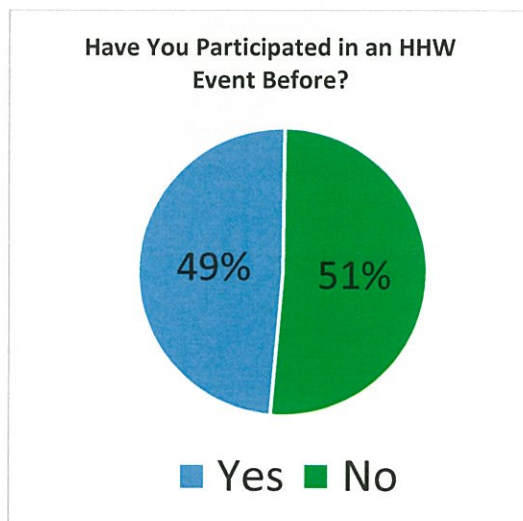
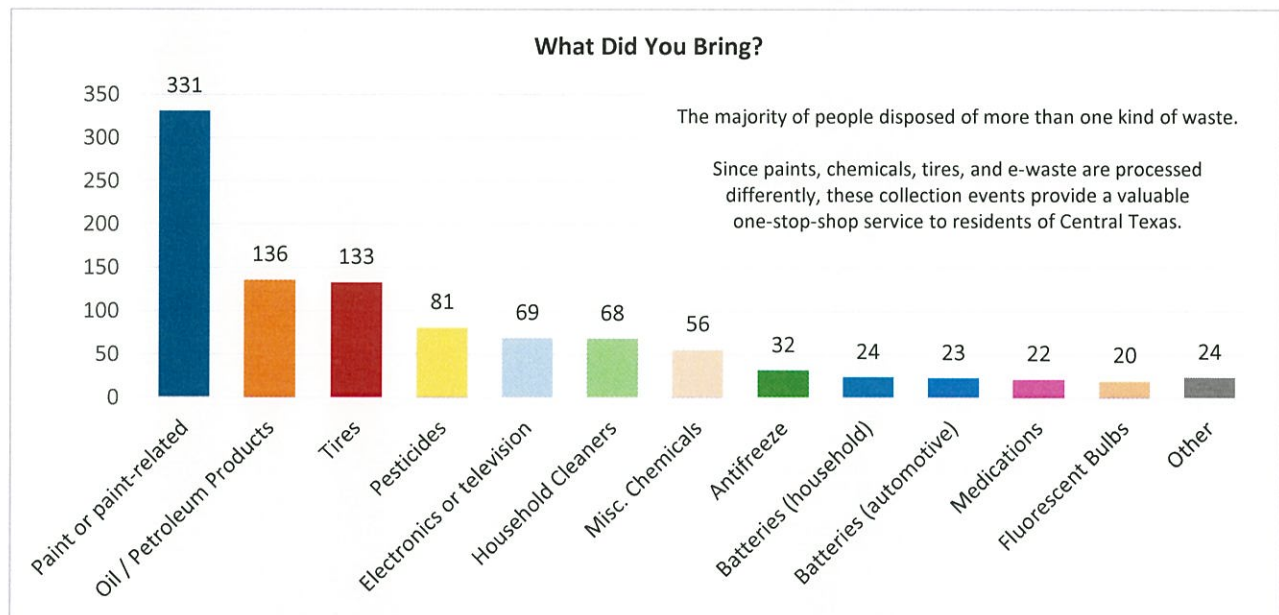
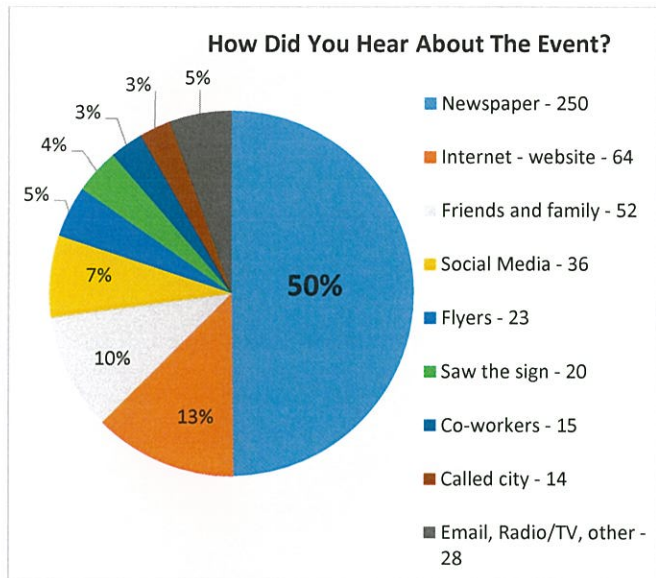
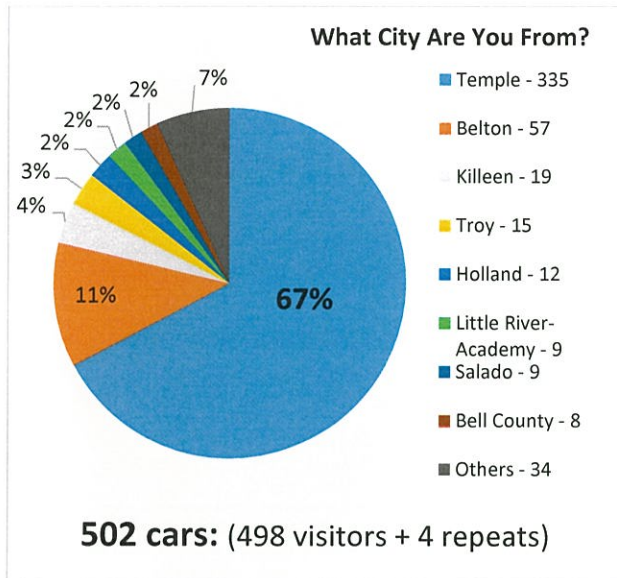
During FY18, the City of Temple, City of Killeen, City of Gatesville, and Milam County in partnership with the Central Texas Council of Governments, hosted Household Hazardous Waste (HHW) events. The dates are listed below.

- City of Temple: October 14, 2017;
- City of Killeen: February 3, 2018;
- City of Gatesville: March 10, 2018;
- Milam County (Thorndale): April 14, 2018.

At each event, CTCOG staff and volunteers collected surveys to gather data from each event. Attach to the meeting packet are survey results from each HHW event.

Action Item: No action needed; for discussion only.

Temple Household Hazardous Waste Collection – October 14th, 2017



Killeen Household Hazardous Waste Collection

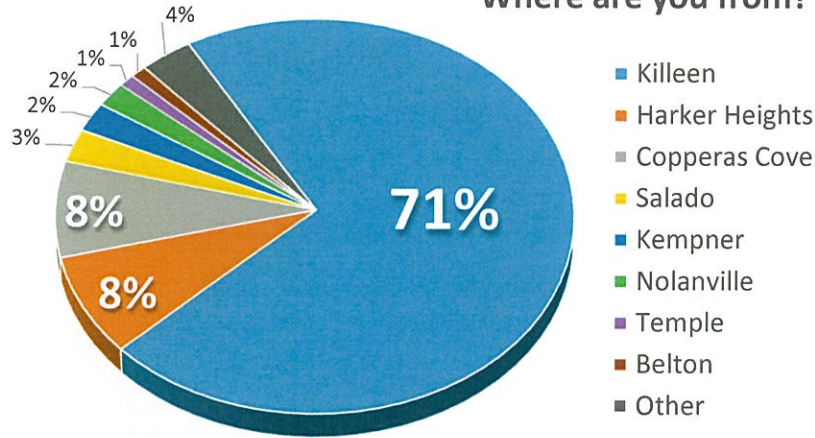
Feb. 3, 2018

292 people
attended this event.

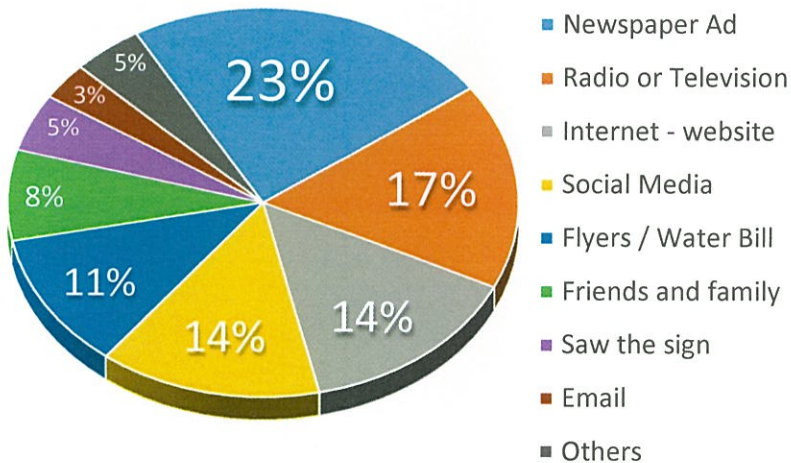
*Most were local, but one person
came all the way from Hico!*

Five city employees and sixteen
volunteers from Keep Killeen
Beautiful and the Youth
Advisory Board helped direct
traffic, collect surveys, and
distribute promotional items.

Where are you from?

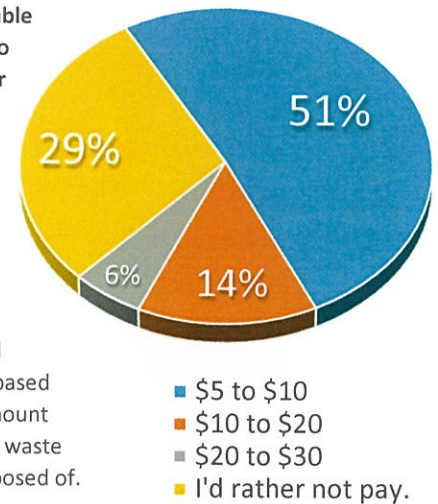


How did you hear about the event?

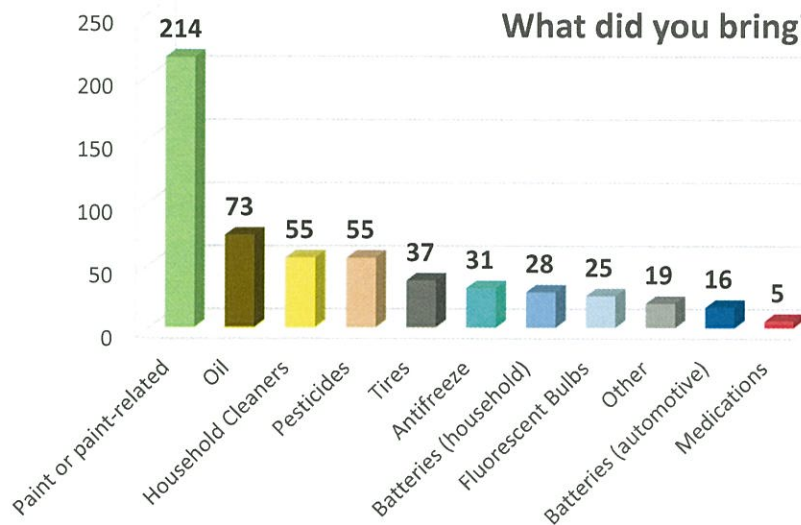


What would be a reasonable amount to charge for this kind of event?

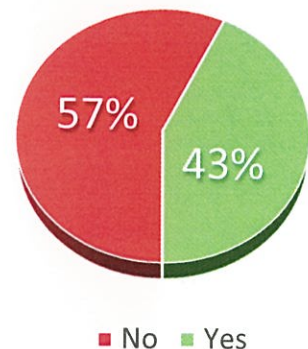
A number
of people
suggested
charging based
on the amount
or type of waste
being disposed of.



What did you bring?



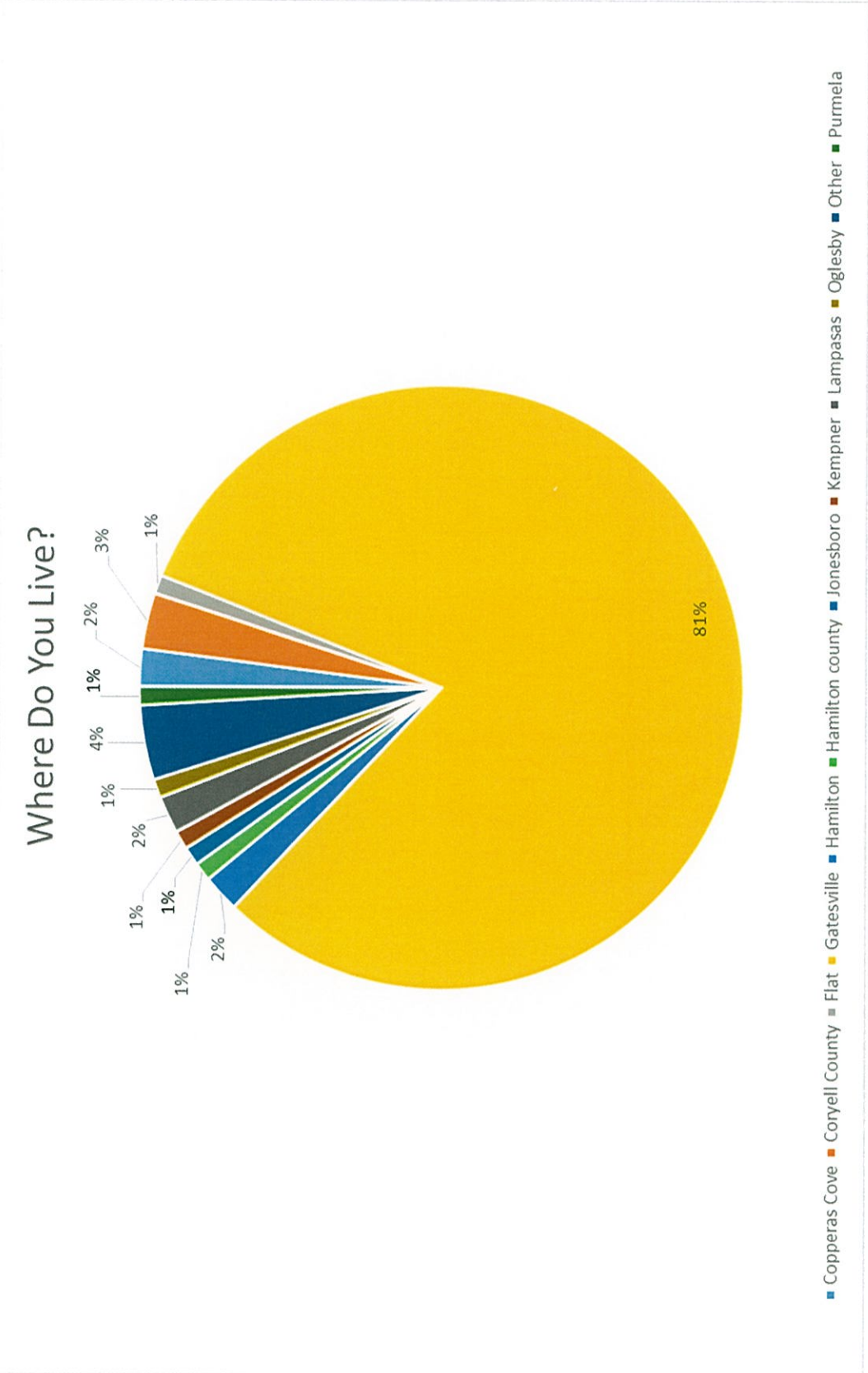
Have you ever been to a household collection event?



**Our volunteers collected 447 tires
and loaded them for shipping.**

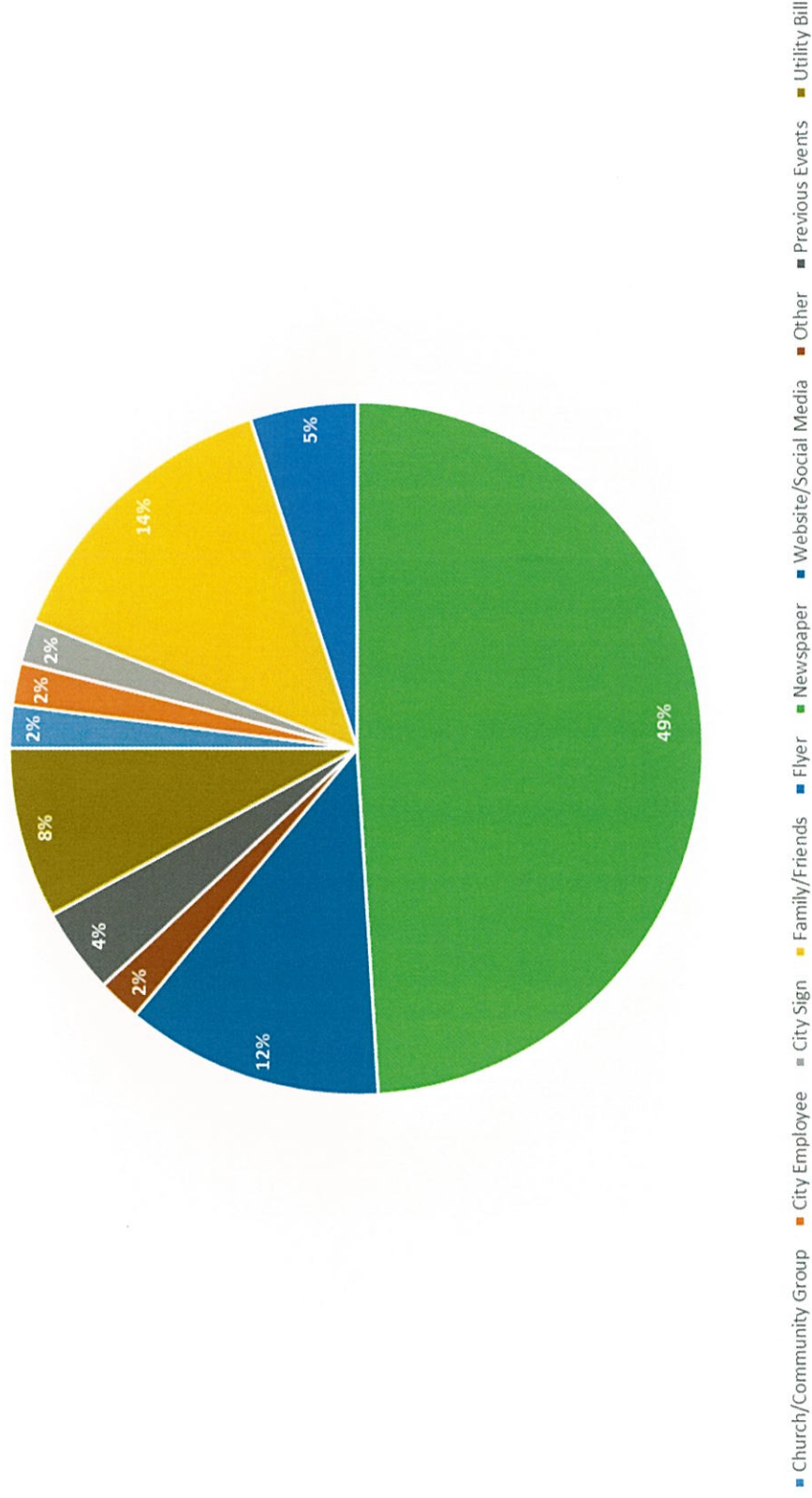
This event was made possible by a partnership between the City of Killeen and
the Solid Waste Advisory Committee of the Central Texas Council of Governments.

Gatesville Household Hazardous Waste Event-March 10, 2018



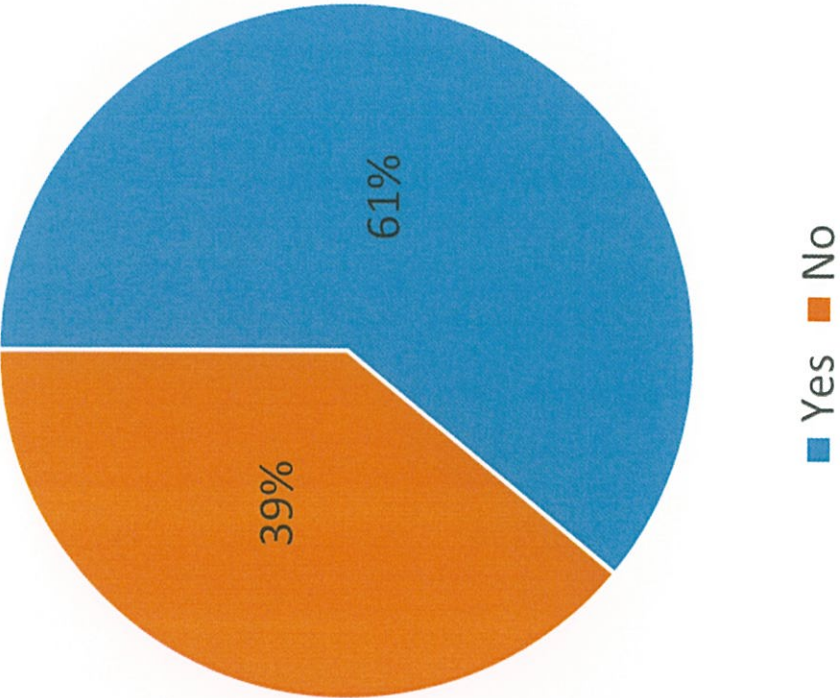
441 people attended the Gatesville HHW event. 81% of attendees live in Gatesville, followed by Other (4%), Coryell County (3%), Copperas Cove (2%), Hamilton, (2%), Lampasas (2%), Flat (1%), Hamilton County (1%), Jonesboro (1%), Kempner (1%), Oglesby (1%), and Purmela (1%).

How Did You Hear About This Event?



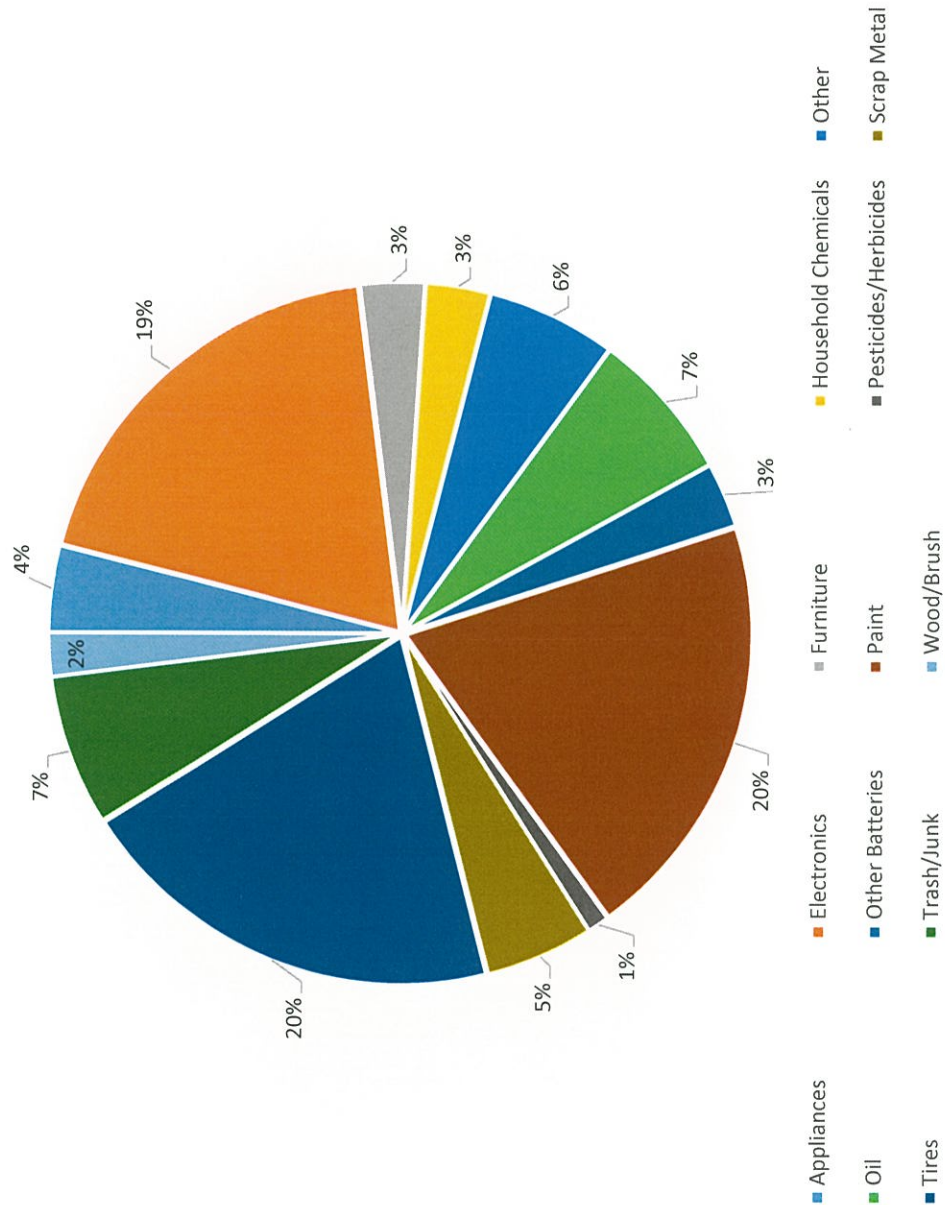
49% of attendees heard about this event by the newspaper followed by family/friends (14%), website/social media (12%), utility bill (8%), flyer (5%), knew from previous events (4%), church/community group (2%), city employee (2%), city sign (2%), and other (2%).

Have You Participated in a HHW Collection Event Before?



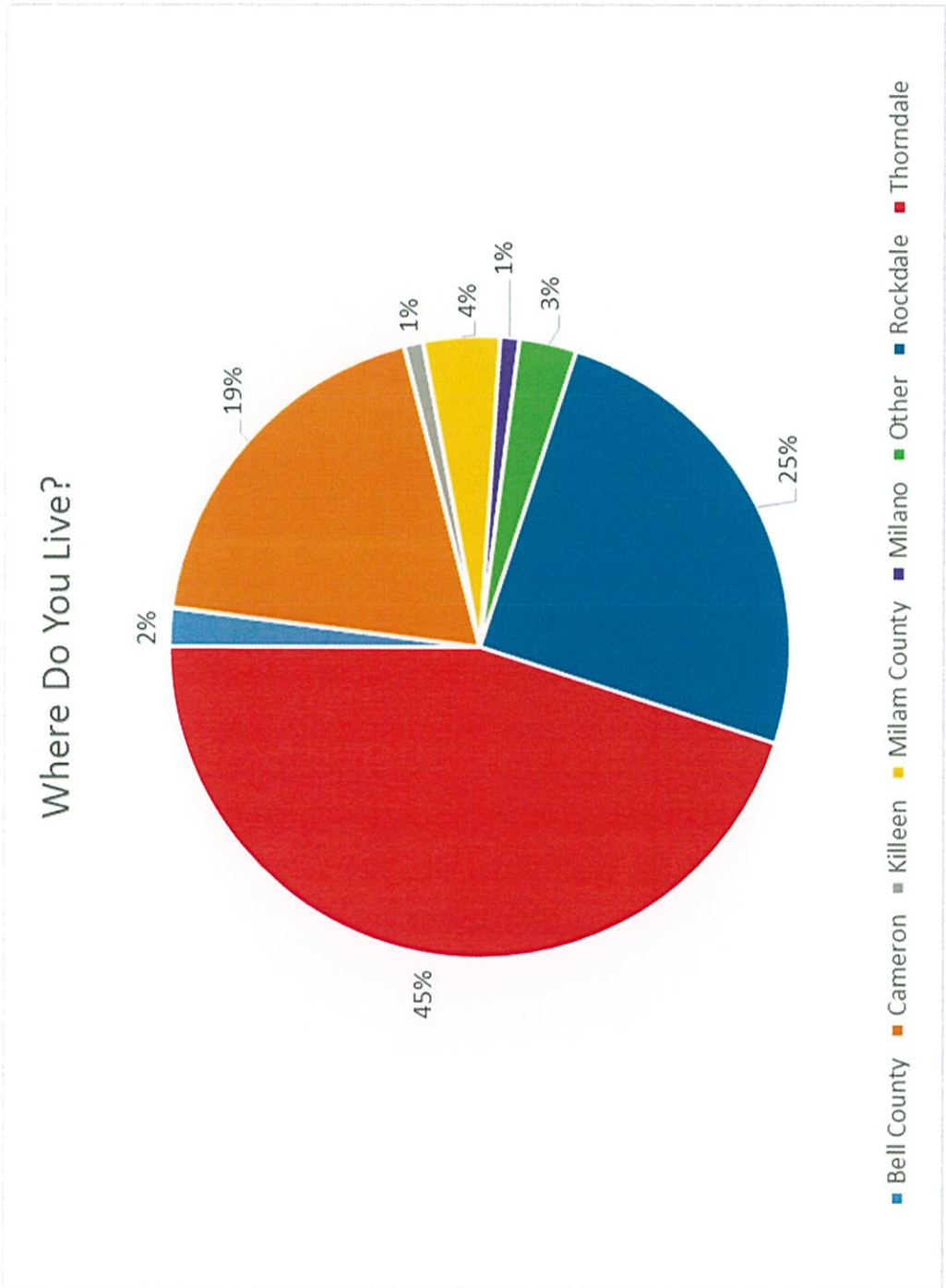
61% of attendees at the Gatesville HHW Event have participated in a HHW collection event before compared to 39% who have never attended a HHW event before.

What items are you dropping off today?



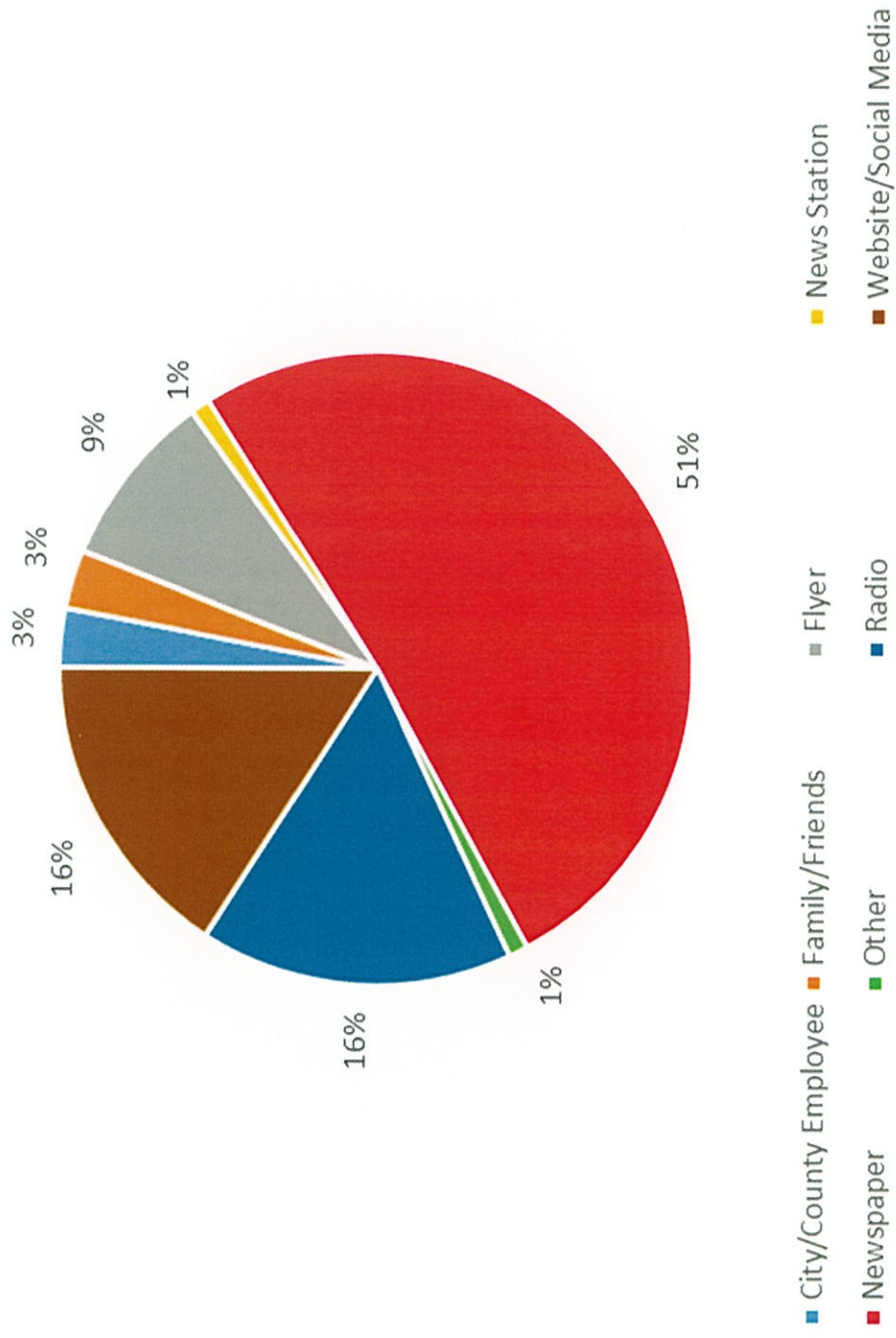
Paint (20%) and tires (20%) were the most dropped off items at the Gatesville HHW event followed by electronics (19%), oil (7%), trash/junk (7%), other (6%), scrap metal (5%), appliances (4%), furniture (3%), household chemicals (3%), other batteries (3%), wood/brush (2%), pesticides/herbicides (1%).

Milam County Household Hazardous Waste Event-April 14, 2018



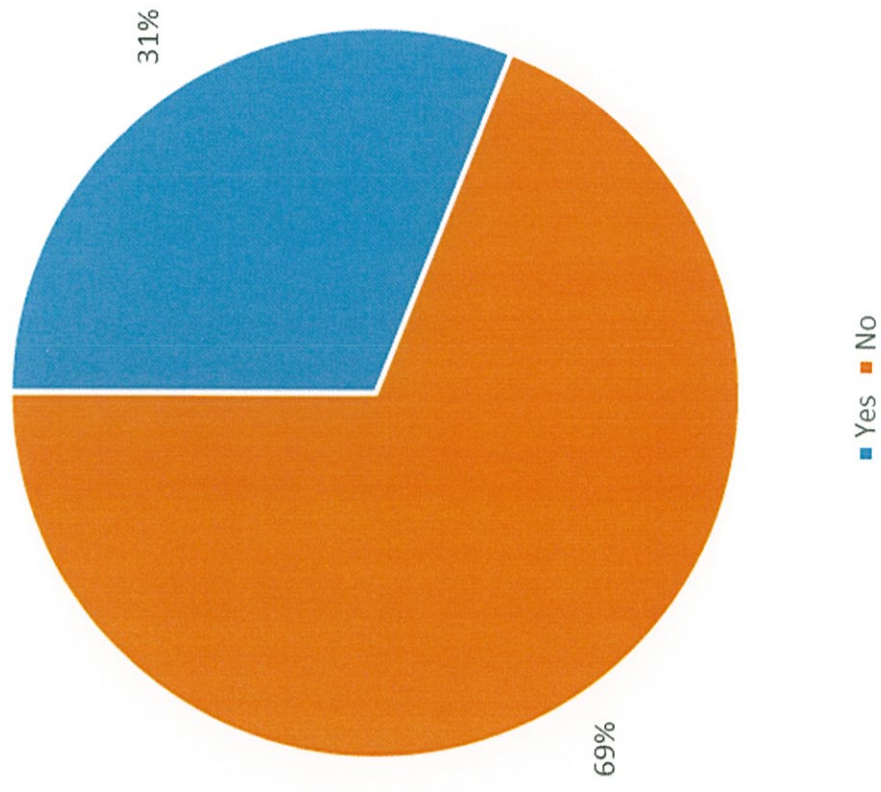
148 people attended the Household Hazardous Waste event in Thorndale. 45% of attendees lived in Thorndale followed by Rockdale (25%), Cameron (19%), Milam County (4%), Other (3%), Bell County (2%), Milano (1%), and Killeen (1%).

How Did You Hear About This Event?



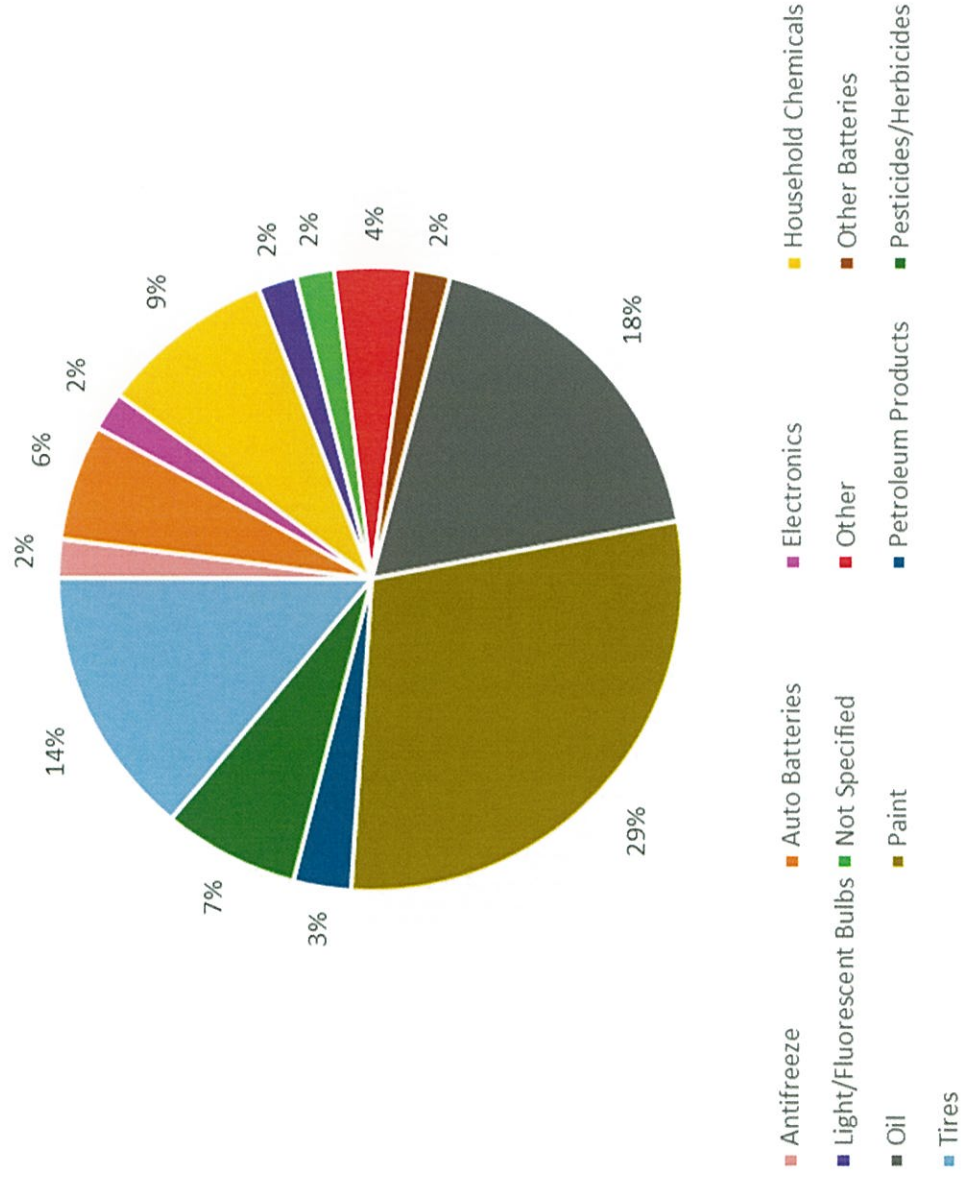
51% of attendees found out about this event by the newspaper (51%), Website/Social Media (16%), Radio (16%), Flyer (9%), Family/Friends (3%), City/County Employee (3%), Other (1%), and News Station (1%).

Have You Participated in a HHW Collection Event Before?



69% of attendees had never attended a Household Hazardous Waste event before compared to 31% of attendees.

What Items Are You Dropping Off Today?



Paint (29%) was the most dropped off items at the Milam County HHW event followed by Oil (18%), Tires (14%), Household Chemicals (9%), Pesticides/Herbicides (7%), Auto Batteries (6%), Other (4%), Petroleum Products (3%), Antifreeze (2%), Electronics (2%), Light/Fluorescent Bulbs (2%), Not Specified (2%), and Other Batteries (2%).

Item #7: Call for Applications for FY2019 HHW Events



**Solid Waste Advisory Committee
May 31, 2018
Agenda Item #7**

Call for Applications for FY2019 HHW Events

In 2017, SWAC approved the FY18/19 Application and Funding Plan which includes conducting HHW events in FY18 and FY19. In the current Funding Plan, \$60,000 have been set aside to provide financial assistance to entities that would like to host a HHW event during FY19.

To select which entities will host a HHW event, a call for applications will be held during summer 2018. Entities wishing to host a HHW event will be required to fill out an application as approved by SWAC. Representatives from entities will be given the opportunity to present their application at the November 2018 meeting with SWAC selecting entities and funding amounts per entity.

Attached to this meeting packet is the application. Staff is requesting feedback and approval on the call for applications.

Action Item: Approve call for applications for FY2019 Household Hazardous Waste (HHW) events.

Call for Applications:

Household Hazardous Waste Events – Fiscal Year 2019

The Central Texas Council of Governments (CTCOG) Solid Waste Advisory Committee (SWAC) is requesting applications from cities or counties interested in hosting a Household Hazardous Waste (HHW) collection event during FY 2019. Fiscal Year 2019 begins on September 1, 2018.

This application is due back to CTCOG staff no later than October 31, 2018. The SWAC will vote to select events at their next meeting, in November 2018 (Date TBD) at the CTCOG offices. Be prepared to have a representative present to answer questions regarding your site or your ability to contribute funds or labor. Note that on page three of the application form is a selection of background information and lessons learned.

Please contact John Weber if you have any questions: (254)-770-2366 or john.weber@ctcog.org.

HOUSEHOLD HAZARDOUS WASTE EVENT Application for FY 2019

Applications are due to CTCOG by 5 P.M. on October 31, 2018. You may send them via email to john.weber@ctcog.org, via fax to (254) 770-2360, or mail a hard copy to:

Central Texas Council of Governments
Attn: John Weber, Solid Waste Coordinator
P.O. Box 729
Belton, Texas 76513

CTCOG is located at **2180 North Main Street in Belton, Texas**. For directions, please call **(254) 770-2200**. Applicants should attend the **November 2018** meeting of the **Central Texas Council of Governments Solid Waste Advisory Committee**, in order to present a tentative plan for the event, explain why their location should be selected, and to answer questions from the committee. The meeting will be at 9:30 and be held at the CTCOG offices. The Solid Waste Committee will select the event locations based on the cases presented and funding levels.

Please fill out the questions below to explain why your entity should host a HHW event. Additional space for questions can be found on page 5 of this application and attach any support documentation that is appropriate.

1. Has your City/County ever held a Household Hazardous Waste Event?

☐ Yes ☐ No

- If so, when? (MM/YYYY)

- If known, how many people attended?

2. If selected to host an event, how many people do you anticipate will attend?

Please provide an explanation on how you got your answer.

3. List 3 dates between **January 1, 2019 and August 31, 2019** when the event might take place, keeping in mind that a **minimum** 45 day advance notice to TCEQ is required.

a. _____ b. _____
c. _____

4. Please give the physical address of the event and describe the facility (how big it is, how much land surrounds it, how accessible to main highways, etc.) where the event would be held.

5. Each county/city provides the site and volunteers necessary to operate the event. In addition, please indicate the amount of funding that your city or county is willing to contribute towards the cost of the event. CTCOG will also contribute towards the cost of the event. (Example, dollar amounts for advertising, tire collection, electronics recycling, etc)

6. Please elaborate on specific reasons why the collection event should be held in your city/county.

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This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Information from past events:

- Past CTCOG contribution towards cost: \$20,000 - \$25,000
- Past turnout for urban area (Killeen or Temple): 300-400+ cars
- Past turnout for rural area (Hamilton or Gatesville): 120-300+ cars
- Past cost for urban events: \$30,000 - \$50,000+
- Past cost for rural events: \$20,000 - \$50,000+
- Cost for tire trailer provided by contractor: \$1900 (approximate)
- Cost for electronics vendor on site - Depends on vendor / contract
- Newspaper advertising – depends on local paper classified ad rates. Ads are most effective in the community where the event takes place, less so with increasing distance. (In other words, an ad in the San Saba paper is unlikely to result in anyone from San Saba attending an event in Cameron). Check with your local paper for cost of ads based on size, graphics and color.

Most effective advertising: local newspaper, water bill inserts, church announcements, community billboards.

Lessons learned:

- One way traffic works best – having people enter and exit through a single entry point can cause traffic jams, confusion to the drivers, and may increase the risk of a car striking a pedestrian
- Combined events (HHW in conjunction with a city-wide clean-up) may increase confusion to the public regarding acceptable items for disposal, times, or locations. Staff or volunteers will have to identify the visitor's purpose and direct them to the correct location. It may require traffic to cross paths or have to merge back in line, and can make data collection difficult if people are being counted that aren't bringing hazardous waste. However, it can work given the appropriate location. If you are considering this, please contact your solid waste coordinator for more information.
- Maximize the use of volunteers to help direct traffic, take surveys, hand out promotional items, unload tires, etc. The quicker a car can be received, surveyed, unloaded and moved out, the happier your residents are going to be. Traffic won't back up, tempers won't flare, and you just have a better flow of cars through the site.
- Brief the volunteers and paid employees well before the scheduled opening time. That helps everyone understand how cars will be directed to flow through the site, and what

their part will be. Also, you can brief them on the safety hazards involved with moving vehicles, hazardous chemicals, heat exhaustion, etc.

- Expect people to begin arriving at the event at least one hour prior to the posted start time, especially in the rural areas.
- Volunteers or paid staff are a necessity.
- Please provide access to bathrooms.
- If your entity is selected, please reserve the event location a few days in advance as so that contractors can set up their stations before the event date.

HOUSEHOLD HAZARDOUS WASTE EVENT

Application Scoring Sheet

Name of City/County _____

1. The number of years since the City/County held a Household Hazardous Waste Event:
 - Never (up to 20 points) _____
 - More than 5 years ago (up to 10 points) _____
 - More than 2 years, but less than 5 years ago (up to 5 points) _____
 - Less than 2 years ago (0 points) __________ points

2. Number of cars anticipated to attend proposed HHW event (based on stated criteria)
 - More than 400 cars (up to 20 points) _____
 - Less than 400 cars but more than 200 cars (up to 10 points) _____
 - Less than 200 cars (0 points) __________ points

3. Considering the location given on the application, is the facility location:
 - Large, spacious area with room for cars to be routed easily, plenty of space for HHW vendor to set up, plenty of space to hold scrap tire trailers. (up to 10 points) _____
 - Easily accessible from highway or major roadway. (up to 5 points) _____
 - Bathrooms Nearby (up to 5 points) __________ points

4. Points for each additional funding during the HHW event:
 - Tires _____ (up to 3 points)
 - Electronics _____ (up to 3 points)
 - Advertising _____ (up to 3 points)
 - Oil _____ (up to 3 points)
 - Batteries (Household or automotive) _____ (up to 3 points)
 - Cost-share (as stated on application) _____ (up to 5 points)_____ points

5. Additional reasons why the SWAC should hold the event in your city/county.
(up to 20 points) _____
_____ points

Total points for Scoring Sheet = _____

Item #8: Stericycle Contract Option



**Solid Waste Advisory Committee
May 31, 2018
Agenda Item #8**

Stericycle Contract Option

In 2015, CTCOG entered into a contract with Stericycle for household hazardous waste collections. The current contract expires October 26, 2018. In the contract, there is the option to pick up a one year extension.

Staff is seeking approval from SWAC to pick up the one year option which would extend the contract to October 26, 2019. CTCOG plans to go out for bids for consultants when the contract expires.

Action Item: Approve one year option for Stericycle contract.



ENVIRONMENTAL SERVICES AGREEMENT

Stericycle Environmental Solutions, Inc., a Delaware corporation ("SRCL" or "Contractor") and Central Texas Council of Governments (CTCOG) ("Customer") enter into and agree as provided in this Environmental Services Agreement (the "Agreement") effective as of the 26 day of October, 2015 (the "Effective Date").

- Purpose and Term of Agreement.** This Agreement sets forth the terms and conditions under which Contractor shall provide services to Customer ("Services"). The term of this Agreement shall commence on the Effective Date and shall continue in effect for three (3) years or until terminated in accordance with Paragraph 13 below ("Initial Term"). After the Initial Term, this Agreement will renew for one (1) additional year upon approval by both parties, unless either party gives written termination notice at least 90 days before expiration of the Initial Term or any subsequent Renewal Term. The parties agree that if any Services are performed prior to the Effective Date or the Initial Term, the terms and conditions of this Agreement shall govern.
- Services.** When Customer requires any Services covered by this Agreement, Customer may issue to Contractor, in writing, a purchase order, work authorization, notice to proceed, bid, or proposal (hereinafter "Work Order Authorization"). Any Work Order Authorization issued by Customer is subject to the terms and conditions of this Agreement and any other terms referenced herein. In the event of any conflict, the controlling order is this Agreement, any attachment(s) to, or references within, this Agreement, then the Work Authorization. Customer agrees to exclusively use Contractor for the Services at the locations and/or facilities indicated below during the Initial Term and any subsequent Renewal Term.

Location of Customer Facility or Facilities	Services
Central Texas	Household Hazardous Waste Collection, Transportation, and Disposal

- Fees and Billing.** (a) Amount. Customer agrees to pay Contractor for the performance of the Services at the fees or rates set forth in a price sheet or in a Work Order Authorization, or, if not specified therein, at Contractor's standard fees or rates for such Services at the time the Services are rendered. Customer is responsible for all sales and use taxes associated with the Services. Any payments made by credit card will be assessed a 2.5% service fee; (b) Invoices. Contractor shall invoice Customer for the Services performed, and Customer shall pay such invoice within sixty (60) days after the date of the invoice. In the event Customer has a good-faith objection to an invoice, Customer shall pay the undisputed amount pursuant to the terms of this Agreement and notify Contractor of said objection in writing within fifteen days; failure to object in writing within fifteen days constitutes waiver of objections to invoices. (c) Late Payment. For any late payment received by Contractor, Contractor shall charge Customer a service charge of one and one-half percent per month of the amount of the invoice or the maximum percentage allowed by law, whichever is less, unless Customer has submitted a good-faith objection and it has been accepted by Contractor. Customer shall pay all reasonable costs of collection, including attorneys' fees and expenses, incurred by Contractor in the collection of payment of invoices which are not timely paid by Customer; (d) Non-Payment of Invoices. If payment of Contractor's invoices is not maintained on a 60-day current basis, Contractor may suspend further performance of any or all Services and/or withhold any and all materials, labor, work or data from Customer until full payment is made; (e) Change in Fees or Rates. Contractor shall have the right to request a price increase on an annual basis, provided a written notice to Customer has been submitted to Customer at least 30 days in advance of the contract anniversary date. Such price increase shall be based on one of the following: a) CPI, PPI, or individual contract price items price increase request. ~~In the event that Contractor's energy costs relating transportation over a three month period increase by more than ten percent on an annualized basis, Contractor shall be permitted to add an Energy Charge.~~ CCG 11/30/15
- Customer Site Access.** Customer shall provide access to Customer's property and/or worksite during regular business hours as necessary to perform Services hereunder. Customer shall provide Contractor, its employees and subcontractors a safe working environment for any Services performed. Contractor, its employees and subcontractors shall comply with Customer's safety procedures, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to Contractor prior to the commencement of Services. Customer grants to Contractor and warrants (if the project site is not owned by Customer) that permission has been granted by all persons necessary for Contractor, its employees, agents and subcontractors to enter the property on which the Services are to be performed for the purposes of performing the Services.
- Independent Contractor.** The relationship between Contractor and Customer under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint ventures or partners of the other party.
- Confidentiality.** Contractor and Customer shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as required by law or as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations, chemical constituents or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement ("Confidential Information"), without in each instance securing the prior written consent of the other party. Contractor, upon Customer's request, shall have its employees, agents, and subcontractors sign reasonable and customary confidentiality agreements furnished by Customer. Exceptions. Nothing above, however, shall prevent either party from disclosing to others or using in any manner Confidential Information which the disclosing party can show: (i) had, at the time of such disclosure or use, been published and become part of the public domain (other than by acts, omissions or fault of the disclosing party or their employees); (ii) had, at the time of such disclosure or use, been furnished or made known to the disclosing party by third parties (other than those acting directly or indirectly for or on behalf of the disclosing party) as a matter of legal right without restrictions on its disclosure; (iii) was in the disclosing party's possession prior to the disclosure of the Confidential Information by one party to the other; or (iv) was developed independently by the receiving party without use of Confidential Information of the other party.

By signing in the space indicated below, Customer agrees to all terms and conditions of this Agreement, including those terms and conditions on the attached Environmental Services Addendum.

Between Stericycle Environmental Solutions, Inc.
Name: Melinda Roth
Title: Vice President of Sales
Date: October 26, 2015

And: Central Texas Council of Governments
Name: [Signature]
Title: Executive Director, CTCOG
Date: October 26, 2015

7. **Warranties, Representations, and Standard of Care.** Contractor warrants and represents that (i) it possesses the business, professional, and technical expertise to perform the Services, (ii) it possesses the equipment, facilities, and employees to perform the Services, (iii) it shall perform the Services, within the limits prescribed by Customer, in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) it shall perform the Services in material compliance with all valid and applicable laws and regulations, and (v) its facilities have been issued, as of the date of this Agreement, all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services (hereinafter the "Standard of Care"). CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Damage Limitations.** CONTRACTOR SHALL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY DAMAGES SHALL BE LIMITED TO, AT CONTRACTOR'S OPTION, THE REFUND OF THE PRICE FOR THE ASSOCIATED WORK ORDER OR RE-PERFORMANCE OF THE SERVICE(S) IN QUESTION. CUSTOMER MUST NOTIFY CONTRACTOR OF ANY CLAIM WITHIN FIFTEEN DAYS OF THE EVENT GIVING RISE TO SUCH CLAIM OR SUCH CLAIM IS WAIVED. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. AS USED IN THIS SECTION, THE TERM "CUSTOMER" AND "CONTRACTOR" SHALL INCLUDE ALL AFFILIATES OF EACH. THE PROVISIONS GOVERNING DAMAGE LIMITATIONS AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.
9. **Indemnification.** If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then, subject to the limitations set forth in this Agreement, each party agrees to indemnify and defend the other party to the extent of the indemnifying party's negligence.
10. **Insurance.** Contractor agrees to furnish to Customer insurance certificates upon execution of the contract. In no event shall Contractor's liability under this Agreement, including the indemnity obligations contained herein, exceed the amount of Contractor's insurance.
11. **Delay.** In the event that Contractor's Services are interrupted due to causes outside of its control (except for Force Majeure), Contractor shall be compensated for the labor, equipment, and other costs (in accordance with Contractor's current Schedule of Fees) associated with maintaining the availability of its work force and equipment during the interruption or any other delay charges reasonably incurred by Contractor.
12. **Force Majeure.** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, labor problems (including lockouts, strikes and slowdowns), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.
13. **Termination.** (a) Either party may terminate this Agreement or any Services under this Agreement upon ninety (90) days prior written notice if the other party has breached any material provision of this Agreement, including non-payment and/or partial payment of invoices. The notice of termination shall specify the date when this Agreement or Services terminates and the reasons for termination. (b) If this Agreement is terminated under this paragraph, Customer shall pay Contractor for the Services performed by Contractor up to the date of the termination of this Agreement or of any Services performed hereunder plus reasonable costs incurred by Contractor in terminating this Agreement or such Services, including but not limited to demobilization expenses.
14. **Waiver.** Any failure by either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of either party at any time to avail itself of such remedies as it may have for any default in the performance of such terms or conditions.
15. **Disputes.** All claims, disputes, or controversies arising out of or relating to the interpretation, application, performance or enforcement of this Agreement shall be submitted to mediation (or, if the parties then agree, to arbitration) prior to initiating any court proceedings. Each party shall bear its own costs, including its own attorneys' and/or expert fees and costs. The cost of the mediation (or, if applicable, arbitration) service shall be borne equally by both parties unless otherwise agreed by the parties. If legal action is brought in connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees (whether in-house or outside counsel is used), court costs, collection agency fees, and all other reasonable costs incurred in connection with the legal action.
16. **Miscellaneous.** (a) Customer represents that Customer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend Contractor against all allegations brought against Contractor if Customer's representation is not correct. (b) Except where otherwise expressly authorized, notice shall be by facsimile, by first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery and addressed as set forth on the signature page, unless changed in writing by the party to whom the notice is being sent. Notice shall be effective upon delivery, except that notice via facsimile shall be effective upon the next business day after receipt, provided that a confirming copy of the notice is also mailed via first class mail to the applicable address. (c) Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party; provided however, that such consent shall not be unreasonably withheld. Notwithstanding, Contractor may assign its rights or obligations under this Agreement to its parent, corporate affiliates, or subsidiaries without the consent of Customer. Additionally, Contractor may subcontract, orally or in writing, for performance of some or all of the Services with any of its corporate affiliates, parent or subsidiaries without the consent of Customer. If Customer transfers a material part of its assets and/or its operations at any facility or its stock to a third party, Customer shall require the third party to accept an assignment of this Agreement, as it relates to any applicable Facility, in form and content acceptable to Contractor. (d) This Agreement shall be construed in all respects in accordance with laws of the state in which the Services were provided. (e) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement. Capitalized terms in this Agreement, including Attachments, shall carry their meanings throughout as defined in this Agreement. All references to this Agreement shall include all Attachments hereto as amended and supplemented from time to time. (f) This Agreement shall apply to, inure to the benefit of, and be binding upon Contractor and Customer and their respective permitted successors and assigns. (g) This Agreement (including all Attachments, Work Plans, Work Order Authorizations, Online Terms and Conditions, or other documents incorporated into this Agreement) is the entire Agreement and understanding of Contractor and Customer regarding the Services. This Agreement supersedes any and all prior or contemporaneous contracts, agreements, purchase orders, representations, terms and conditions, whether oral or written relating to the Services. All previous representations relating to this Agreement or the Services, whether written or oral, are void. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, purchase orders, or agreements purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of each party. In no event shall the pre-printed terms or conditions in any Customer Work Order Authorization or similar document be considered an amendment or modification whether such terms conflict or not, with this Agreement, even if such documents are signed by representative of both parties. Except where this Agreement expressly provides for modification by one party, no modification of this Agreement shall be binding on either party unless it is specifically negotiated, in writing and signed by an authorized representative of each party. If any provision of this Agreement is prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any other provision of this Agreement.

**Environmental Services Addendum
(Waste Management Services)**

1. **Receipt or Delivery of Waste Materials.** (a) The term "Waste Materials" refers to the materials described in the Generator Waste Profile or Profile Acceptance Letter (collectively, the "Profile Acceptance Letter"). (b) Customer shall tender delivery of the Waste Materials to Contractor at these times and places, in these quantities, and in the manner agreed to by Contractor and Customer. Receipt by Contractor of the Waste Material at its processing facilities and the taking of possession and control of the Waste Materials shall not, in itself, constitute acceptance of the Waste Materials for processing. (c) Customer shall, at the same time and place, tender to Contractor these completed documents, shipping papers or manifests as are required for lawful transfer of the Waste Materials to Contractor, and applicable statutes, ordinances, orders, rules or regulations of the federal, state or local governments, including, but not limited to, the Hazardous Materials Transportation Act ("HMTA"), 49 U.S.C. §§ 1801, et seq., as amended; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2601 et seq., as amended; and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq., as amended. (d) Customer shall permit Contractor reasonable access to Waste Materials for purposes of sampling and testing, and Contractor may conduct such sampling and testing of the Waste Materials, before or after acceptance for processing, as it may determine to be appropriate in its sole discretion. Contractor's sampling and testing, or Contractor's failure to sample and test, shall not relieve Customer of any of its responsibility or liability under the Service Agreement. Contractor shall accept for processing conforming Waste Materials which have been tendered and delivered in conformance with the Service Agreement.
2. **Acceptance, Rejection, or Revocation of Acceptance of Non-Conforming Waste Materials.** (a) If Contractor determines that any unit of the Waste Materials is non-conforming for any reason, Contractor may deem all units of such Waste Materials that are tendered or accepted at the same time as the non-conforming unit to be non-conforming for the same reason. Within a reasonable time after Contractor actually discovers the non-conformity, Contractor may, in its sole discretion, reject or revoke acceptance of all non-conforming Waste Materials or accept for processing all or any part of such Waste Materials. If Contractor accepts non-conforming Waste Materials, Contractor shall process the Waste Materials at its then prevailing rates for Waste Materials of like character and description. Contractor shall give prompt notice of the nature of the non-conformity to Customer within five (5) business days of the discovery of the non-conformity. Waste Materials tendered by Customer and their containers, shall be considered "non-conforming." (b) If the Waste Materials are not in accordance with the warranties, descriptions, specifications or limitations stated in this Agreement or Profile Acceptance Letter, or (c) if they have constituents or components, not specifically identified in the applicable Profile Acceptance Letter, which increase the nature or extent of the hazard and risk undertaken by Contractor in agreeing to handle, load, transport, store, treat, process, recycle and/or dispose of the Waste Materials, insofar as such activity is to be performed by Contractor hereunder, or (d) if the storage, treatment, processing, disposal, recycling, facility or Contractor's Processing Facility is not permitted. (e) If Contractor rejects or revokes acceptance of all or any units of Waste Materials and, at the time of such rejection or revocation, such Waste Materials are in Contractor's possession or control, Contractor shall, within a reasonable time after such rejection or revocation, prepare such Waste Materials for lawful transportation and return, or cause the return of such Waste Materials to Customer or to such other location as Customer may direct in such case. Customer shall pay to Contractor the cost of transportation to Contractor's facility, the cost of return transportation to Customer's facility (or such other location as Customer may direct), and other reasonable charges incurred by Contractor for testing, storage, and other reasonable actions to manage the Waste Materials.
3. **Title and Risk of Loss.** Customer shall at all times retain title to and liability for the Waste Materials. The title to the Waste Materials transported to a treatment/storage/disposal facility shall transfer directly from Customer to the treatment/storage/disposal facility upon acceptance. Enabling any prior written agreements to the contrary, Contractor will have ownership rights in, title to, and risk of loss for any products which Contractor recycles from any Waste Materials which it has accepted from Customer. If Contractor revokes its acceptance of Waste Materials, title, risk of loss, and all other incidents of ownership to the Waste Materials, to the extent same were transferred to Contractor, shall be transferred from Contractor and re-vest in Customer at the time notice of such revocation of acceptance is received by Customer, provided that Contractor shall exercise reasonable care as long as it has possession of such rejected Waste Materials.
4. **Customer Warranties and Representations.** (a) Waste Materials. Customer warrants and represents that: i) the description of the Waste Materials in the Waste Profile Letters, manifests and shipping documents is true and correct in all material respects; ii) all Waste Materials to be delivered to Contractor by Customer hereunder shall conform to such description; iii) it shall fairly advise Contractor of the hazards and risks known by Customer to be incident to the handling, loading, transporting, storing, treating, processing, recycling and disposal of the Waste Materials; iv) containers of Waste Materials delivered to Contractor shall conform to the container specifications, marking and label requirements under the law and are otherwise in full compliance with all material description requirements of applicable statutes, ordinances, orders, rules and regulations of the United States, state and local governments in whose jurisdictions such Waste Materials are tendered to Contractor. (b) New Information. Customer warrants and represents that it shall promptly inform Contractor of any information known or learned of by it during the term of this Agreement, including but not limited to whether the Waste Materials present or may present a hazard or risk to persons or the environment which was not apparent from the information or description provided to Contractor. Such information shall include, but not be limited to, any relevant notification of substantial risk required to be given by Customer pursuant to Section 4(c) of TSCA. (c) Title to Waste Materials. Customer further represents and warrants that it has sole title to Waste Materials which will be tendered to Contractor and is under no legal, common-law, statutory, regulatory, administrative or judicial, which prohibits the transfer of possession or title to such Waste Materials.
5. **Pharmaceutical Formulary.** If applicable, it shall be Customer's responsibility to provide to Contractor a classified formulary in accordance with federal, state and local requirements, including but not limited to the Resource Conservation and Recovery Act and any regulations promulgated by the Drug Enforcement Administration. It shall also be Customer's responsibility to maintain the accuracy of such formulary, updating it periodically to accurately reflect current pharmaceuticals used by Customer, and any applicable changes in the law. Alternatively, Customer may elect to have Contractor provide such a formulary. A Contractor provided formulary shall be used by the Customer solely for the purpose of managing Customer's pharmaceutical waste in connection with the provision of Services by Contractor. Further, any Contractor provided formulary, or other information related to the segregation and disposition of pharmaceutical waste, is Contractor's confidential business information and constitutes the intellectual property of Contractor. Customer does not have any rights in, nor does Customer possess a license to use such information, other than in connection with the provision of Services by Contractor.
6. **Medical Disclosure Access.** If required by law, the Comptroller General, Department of Health and Human Services and their duly authorized representatives shall have access to this Agreement and records for all times covered by this Agreement necessary to verify the nature, extent and costs of the Services provided by Contractor and included in Customer's cost report, both during and for four (4) years after this Agreement terminates. This access shall be provided in accordance with the provisions of Public Law 96-499, Omnibus Reconciliation Act of 1980, as amended. The Comptroller General and his/her duly authorized representative shall have similar access to agreements subject to 42 USC 1325 between Contractor and any organization related to Contractor and to books, documents and records of Contractor and such organizations solely as they relate to the performance of the Services under this Agreement.
7. Contractor will assume "generator" status for all waste collected at CTCOG collection events.
8. Contractor will Provide customer with a Certificate of Insurance showing CTCOG as an Additional Insured.

Attachment C: COST PROPOSAL AND DISPOSAL METHOD

NOTE: For all categories, please list actual price; do not list as "No Charge" or "Included with Disposal Costs".

Mobilization, Demobilization, and On-Site Equipment

On-site labor (per hour)	\$ <u>35</u>
Chemists	\$ <u>45</u>
Technicians	\$ <u>35</u>

Transportation

Incineration	
55 gallon drum	\$ <u>25</u>
30 gallon drum	\$ <u>25</u>
16 gallon drum	\$ <u>20</u>
5 gallon drum	\$ <u>10</u>
Cubic Yard boxes	\$ <u>75</u>
Other	\$ <u>NA</u>

Landfill	
55 gallon drum	\$ <u>25</u>
30 gallon drum	\$ <u>25</u>
16 gallon drum	\$ <u>20</u>
5 gallon drum	\$ <u>10</u>
Cubic Yard boxes	\$ <u>75</u>
Other	\$ <u>NA</u>

Neutralization	
55 gallon drum	\$ <u>25</u>
30 gallon drum	\$ <u>25</u>
16 gallon drum	\$ <u>20</u>
5 gallon drum	\$ <u>10</u>
Cubic Yard boxes	\$ <u>75</u>
Other	\$ <u>NA</u>

Recyclable Materials	
55 gallon drum	\$ <u>25</u>
30 gallon drum	\$ <u>25</u>
16 gallon drum	\$ <u>20</u>
5 gallon drum	\$ <u>10</u>
Cubic Yard boxes	\$ <u>75</u>

Other	\$ <u>720.39 per CuYd paint rolloff</u>
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Supplies (per unit cost)

		New	Reconditioned
Drums			
85 gallon drum		\$ <u>180</u>	\$ <u>140</u>
55 gallon drum		\$ <u>65</u>	\$ <u>40</u>
30 gallon drum		\$ <u>45</u>	\$ <u>35</u>
14 gallon drum		\$ <u>35</u>	\$ <u>25</u>
5 gallon pail		\$ <u>15</u>	\$ <u>NA</u>
5 gallon drum		\$ <u>15</u>	\$ <u>NA</u>
Cubic yard boxes		\$ <u>50</u>	
Absorbents			
Corn cob		\$ <u>NA</u>	
Bentonite		\$ <u>20</u>	
Cellulose		\$ <u>NA</u>	
Plastic sheets (per roll)		\$ <u>75</u>	
Tents (per unit/per day)		\$ <u>NCSSES-Avalon provides</u>	
Forklifts (per day)		\$ <u>300</u>	
Pallets (per unit)		\$ <u>12</u>	
Pallet jacks (per unit)		\$ <u>No Charge</u>	
Oil Dry		\$ <u>17</u>	
Saw Dust		\$ <u>NA</u>	
Containers for non-hazardous waste disposal (per unit)		\$ <u>400</u>	
Containers for non-hazardous waste recycled (per unit)		\$ <u>400</u>	
Signage		\$ <u>No Charge</u>	
Traffic control devices and safety cones		\$ <u>No Charge</u>	
First aid supplies		\$ <u>No Charge</u>	
Portable restroom facilities (per unit)		\$ <u>150</u>	

Analysis (as needed)

Unknown lab pack Fingerprint Test	\$ <u>No Charge</u> Full analysis
for incineration	\$ <u>Cost + 15%</u>
TCLP test for landfill	\$ <u>Cost + 15%</u>

List Manpower quality and price:

Project Manager	\$ <u>45</u>
Chemists	\$ <u>45</u>
Technicians	\$ <u>35</u>
Technical Assistants	\$ <u>35</u>
Mobilization fee	\$ <u>2,900</u> <u>\$2,550</u>

Disposal—All waste will be weighed prior to packaging and the resultant weight will be considered the "net weight". Each waste type has at least one disposal option listed. Where disposal options exist, the subcontractor will select the option to be utilized prior to collection. Unless otherwise indicated, list the price per net pound for each waste type.

DISPOSAL COST OPTIONS

Waste Category	Waste Management Method	Waste Handling Method	Cost per Pound
FLAMMABLES			
Flammable Liquids	FB	LO	.66
Bulked Flammable Liquids+	FB	BU	1.20/g
Flammable Solids	FB	LO	1.05
Oil-Based Paints	FB	GB	.50
POISONS (excluding aerosols)			
Pesticides	IN	LO	1.00
Others			
CORROSIVES			
Inorganic Acids	NE	LO	1.75
Organic Acids	IN	LO	1.90
Inorganic Bases	NE	LO	1.00
Organic Bases	IN	LO	1.90
OXIDIZERS			
Neutral Oxidizers	NE	LO	1.33
Organic Peroxides	IN	LB	5.20
Oxidizing Acids	NE	LO	2.10
Oxidizing Bases	NE	LO	2.10
Solid Oxidizers	NE	LO	1.33
Others			
AEROSOLS			
Corrosive Aerosols	IN	GB	1.10
Flammable Aerosols	FB	GB	1.10
Poisonous Aerosols	IN	GB	1.10
Aerosol Cans	IN	GB	1.10
OTHERS			
Oil-Based Paints	FB	GB	.50
Latex Paints	RC	GB	.30
Antifreeze+	RC	BU	1.00/g, \$.10/lb.
Alkaline Batteries	RC	LO	.93 min. \$25
Lead Acid Batteries	RC	LO	.15 min. \$10
Lithium Batteries	RC	LO	5.20 min. \$50
Lithium-Ion Batteries	RC	LO	1.13 min. \$25
Nicad Batteries	RC	LO	.90 min. \$25
Mercury (Metallic)	RC	LB	6.20
Mercury (in Items/Debris)	RC	LB	6.20
Propane Cylinder++	RC	LO	1.50 min. \$15
Dichloropropionanilide	IN	LB	1.10

Fire Extinguishers	RC	LO	1.50 min. \$15
Gasoline and Water	FB	BU	.12
Helium Cylinder	RC	LO	1.00 min. \$50
Monochlorodifluoromethane	IN	LO	1.00
R-22 Refrigerant	RC	LO	1.00 min. \$50
Used Diesel Fuel	FB	BU	.12
Used Diesel Oil	FB	BU	.12
Fluorescent Bulbs/Tubes	RC	LO	.80 min. \$15
Reactives	IN	LB	5.20
Reactive when Wet	IN	LB	5.20
NON-HAZARDOUS (MISC)	LF	LO	.25

+ Price per gallon ++ Price per unit

RC – Recycling

NE – Neutralization

FB – Fuel Blending

IN – Incineration

LF – Landfill

LB – Lab Pack

Bu – Bulk

GB – Gaylord Box

LO – Loose Pack

SWAC Member List

SWAC Members FY 2018-19

Duane Herrera	254-933-5275	duane.herrera@co.bell.tx.us	Bell County
Daren Moore	254-223-1001	dmcorellcounty@gmail.com	Coryell County
Johnny Wagner	254-386-8542	jwagner@hamiltoncountytexas.org	Hamilton County
Richard Watkins	254-593-3171	mcpct1@farm-market.net	Milam County
Stan Weik	325-372-5144	weeks@att.net	San Saba County
Vacant			Lampasas County
Vacant			Mills County
Bryan Neaves	254-933-5275	bryan.neaves@co.bell.tx.us	Bell County Alternate
Jeremy Allamon	254-933-5823	jallamon@beltontexas.gov	City of Belton
Noel Watson	254-547-4242	nwatson@copperascovetx.gov	City of Copperas Cove
Bill Parry	254-865-8951	william.parry@ci.gatesville.tx.us	City of Gatesville
Mark Hyde	254-953-5649	mhyde@ci.harker-heights.tx.us	City of Harker Heights
Peter DiLillo	254-554-7572	pdilillo@killeentexas.gov	City of Killeen
Lisa Sebek	254-298-5180	lsebek@templetx.gov	City of Temple
Paul Daugereau	512-272-6226	pdaugere@wm.com	Solid Waste Industry Representative
Zoe Rascoe	254-913-1013	trascoe@hotmail.com	Private Sector/Citizen Representative
John M. Trigg, PG	254-207-6827	john.trigg@wilsonart.com	Private Sector/Business Representative
Velia Key	254-547-4242	srhoads@copperascovetx.gov	Ex-Officio--City of Copperas Cove
Jeanie Harrison	254-372-4572	harrisonx2@hughes.net	Ex-Officio--Hamilton County Recycling
Scott Perry	254-434-1098	scotchperry@yahoo.com	Ex-Officio--City of Hico
David McGinnis	254-526-5541	smvacuumandwaste@hotmail.com	Ex-Officio--S&M Vacuum and Waste, LTD--Killeen
Nicole Torralva	254-298-5621	ntorralva@ci.temple.tx.us	Ex-Officio--City of Temple
Dawn Orange	254-298-5722	dorange@templetx.gov	Ex-Officio--City of Temple
Tanya Gray	254-493-4000	tanya@keeptemplebeautiful.org	Ex-Officio--Keep Temple Beautiful
Trey Buzbee	254-761-3168	tbuzbee@brazos.org	Ex-Officio--Brazos River Authority
Ryan Polster	254-386-8116	citysecretary@ci.hamilton.tx.us	Ex-Officio--City of Hamilton
Jimmy Brown	469-951-9970	environmentalresourcesllc@gmail.com	Ex-Officio--Environmental Resources
Jeff Browning	254-743-0553	jbrowning07@gmail.com	Ex-Officio--City of Temple
Elvi Yzaguirre	512-239-6700	eyzaguir@tceq.texas.gov	Ex-Officio--TCEQ